### City of Miami Beach - City Commission Meeting Commission Chambers, 3rd Floor, City Hall 1700 Convention Center Drive July 6, 2005

Mayor David Dermer Vice-Mayor Matti Herrera Bower Commissioner Simon Cruz Commissioner Luis R. Garcia, Jr. Commissioner Saul Gross Commissioner Jose Smith Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez City Attorney Murray H. Dubbin City Clerk Robert E. Parcher

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### ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any Commission item to the alternate meeting date.

Call to Order - 9:00 a.m. rrals

inspirational Message, Pleage of Allegiance
Requests for Additions, Withdrawals, and Defer
N <sup>2</sup>
Presentations and Awards

PA	Presentations and Awards
	ent Agenda
C2	Competitive Bid Reports
C4	Commission Committee Assignments
C6	Commission Committee Reports

Resolutions

C7

### Regular Agenda

R2 Competitive Bid Reports R5 Ordinances R6 Commission Committee Reports R7 Resolutions R9 New Business and Commission Requests R10

Reports and Informational Items

City Attorney Reports



"We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community."

### **PA - Presentations and Awards**

Certificates Of Appreciation To Be Presented To Detective Gustavo Sanchez, Lifeguard Cayetano PA1 Garcia, And Lieutenant Carlos Devafona, For Saving The Lives Of Two Young Women Visiting From New York City. (Page 2)

(Requested by Vice-Mayor Matti Herrera Bower)

### **CONSENT AGENDA**

Action: Moved: Seconded: Vote:

### C2 - Competitive Bid Reports

- C2A Request For Approval To Issue A Request For Qualifications (RFQ) For Architectural, Engineering, Urban Design, And Landscape Architecture Services For The Planning, Design, Bid And Award, And Construction Administration Services For The Construction Of The Proposed 400 Space Cultural Campus Parking Garage. (Page 5) (Capital Improvement Projects)
- C2B Request For Approval To Purchase One (1) 2005 Ford F-650 Crew Cab Truck Chassis With A 14 Foot Stake Body And One (1) 2005 Ford F-650 Crew Cab Truck Chassis With An 11 Foot Utility Body From Atlantic Truck Center, In The Amount Of \$121,845.00, Pursuant To Florida State Contract No. 04-12-0823. (Page 14)

(Fleet Management)

C2C Request Approval To Issue A Request For Proposals (RFP) For Services To Administer And Implement A Post Retirement Health Investment Program, As Part Of The City's Employee Benefits Program, That Permits Employees To Contribute At The Time Of Separation Of Employment, A Portion Of Their Leave Settlement On A Pre-Tax Basis To Be Used For Future Health Related Expenses. (Page 17)

(Human Resources)

Request For Approval To Issue A Request For Qualifications (RFQ) For General Transportation C2D Planning And Traffic Engineering Consulting Services, On A As Needed Basis, Pursuant To Section 287.055, Florida Statutes Known As The Consultants' Competitive Negotiation Act (CCNA). (Page 22)

(Public Works)

### C2 - Competitive Bid Reports (Continued)

C2E Request For Approval To Award A Contract To 911 Direct, Inc., In The Amount Of \$87,092 Pursuant To Invitation To Bid No. 14-04/05 For The Maintenance Of 911 Public Safety Answering Position Equipment For A Two (2) Year Period, With The Option To Renew For An Additional Three (3) Years, On A Year To Year Basis. (Page 25)

(Police Department)

### **C6 - Commission Committee Reports**

- C6A Report Of The Neighborhood/Community Affairs Committee Meeting Of June 2, 2005: 1) Discussion On Amended Noise Ordinance; 2) Discussion Regarding Sixteen Street Operational Improvements And Enhancement Project Phase I Professional Services Agreement; And 3) Discussion Regarding Special Events Guidelines Revisions. (Page 29)
- Report Of The General Obligation Bond Oversight Committee Meeting Of June 6, 2005: 1) Discussion Items: A) Fence At South Shore Community Center; 2) Recommendation To City Commission: A) Glatting Jackson Amendment For West Avenue Neighborhood; 3) Project Status Report: A) Update On Fire Station No. 2; B) Update On Fire Station No. 4; C) Normandy Isle Park And Pool; And 4) Informational Items: A) Updated Calendar Of Scheduled Community Meetings; B) Flamingo Neighborhood Parking Impact. (Page 33)

### C7 - Resolutions

- C7A A Resolution Authorizing The Mayor And City Clerk To Execute A Lease Agreement By And Between The City Of Miami Beach And Miami World Theater, Inc., A Not-For-Profit Cultural Entity, For The Use Of Approximately 2690 Square Feet Of Office Space In Suites 401 And 403 Of The City-Owned Building, Located At 1701 Meridian Avenue, Miami Beach, Florida, For A Term Of Six (6) Months, Retroactively Commencing On July 1, 2005, And Ending On December 31, 2005. (Page 44) (Asset Management)
- A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Proposals (RFP) No. 11-04/05 For Broker/Agent Services To Provide Assistance In Determining The City's Employee Benefits Program; Authorizing The Administration To Enter Into Negotiations With The Top Ranked Firm Of Gallagher Benefit Services, Inc.; And Should The Administration Not Be Able To Negotiate With The Top Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of HRH (Hilb Rogal & Hobbs) Of South Florida; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon The Completion Of Successful Negotiations By The Administration. (Page 69) (Human Resources)

### C7 - Resolutions (Continued)

- C7C A Resolution Waiving By 5/7ths Vote, The Competitive Bidding Process, Finding Such Waiver To Be In The City's Best Interest, And Approving And Authorizing The Administration To Increase A Standing Order To Tropical Tents, Inc., For Continuing The Rental Of One Custom Size Clear Span, Aluminum Frame Tent For Use As A Temporary Golf Cart Storage And Electrical Charging Facility At Miami Beach Golf Club, On A Month To Month Basis, Not To Exceed Thirty (30) Months From The Adoption Of This Resolution, For A Total Cost Not To Exceed \$120,000. (Page 78) (Parks & Recreation)
- A Resolution Authorizing The Mayor And City Clerk To Execute The Attached Memorandum Of Agreement (MOA), With The Florida Department Of Transportation (FDOT) For The Turf And Landscape Maintenance Services On I-195 (Julia Tuttle Causeway); From The East Side Of The Intracoastal Bridge To Alton Road At The Annual Cost Of \$150,000 To Be Paid To The City Of Miami Beach By The Florida Department Of Transportation; Said Agreement Commencing Retroactively On September 1, 2005, And Concluding On August 31, 2006, With An Option To Renew For Two Years, On A Year-To-Year Basis. (Page 85)

(Parks & Recreation)

C7E A Resolution Authorizing The Mayor And City Clerk To Execute The First Annual Renewal Of The Current Memorandum Of Agreement (MOA), With The Florida Department Of Transportation (FDOT) For The Turf And Landscape Maintenance Services On I-395 (Mac Arthur Causeway), From The East Side Of Watson Island To West Edge Of The East Channel Bridge, At The Annual Cost Of \$150,000 To Be Paid To The City Of Miami Beach By The Florida Department Of Transportation; Said Renewal Term Commencing On September 1, 2005, And Concluding On August 31, 2006, With All Terms And Conditions Remaining As Stipulated In The Memorandum Of Agreement Entered Into In September 1, Of 2004. (Page 90)

(Parks & Recreation)

- C7F A Resolution Adopting And Appropriating The Second Amendment To The Police Confiscation Trust Fund Budget For The Fiscal Year 2004/05 In The Amount Of \$70,000 To Be Funded From The Proceeds Of State (\$30,000) And Federal-Justice (\$40,000) Confiscated Funds. (Page 95) (Police Department)
- C7G A Resolution Adopting The Second Budget Amendment To The Police Special Revenue Account For Fiscal Year 2004/05 In The Amount Of \$9,700, Such Account Funded By Unclaimed Evidence Currently Held In The Police Special Revenue Account. (Page 100)

  (Police Department)
- C7H A Resolution Accepting The Donation Of 400 Universal Gun Cleaning Kits, At A Value Of \$5 Each For A Total Of \$2,000 From David Collins, To Be Utilized For Cleaning And Maintaining Departmentally Issued Firearms. (Page 105)

(Police Department)

### **C7 - Resolutions** (Continued)

- A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The Cities Of Opa Locka, Miami Springs, And The Village Of Biscayne Park, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The Cities Of Opa Locka And Miami Springs. (Page 108) (Police Department)
- C7J A Resolution Authorizing The Mayor And City Clerk To Execute An Interlocal Agreement With The Metropolitan Planning Organization (MPO), In The Amount Of \$111,546, For The MPO's Share Of The \$275,000 Coastal Communities Transportation Master Plan Study. (Page 129) (Public Works)
- C7K A Resolution Approving And Authorizing The Reallocation Of \$24,107.59 In Previously Appropriated City Of Miami Beach Quality Of Life/Resort Tax Funding From Fiscal Year 2002/2003 For The Purpose Of Funding Tourism Oriented Projects In The North Beach Area; Specifically For Events In North Beach. (Page 154)

(Tourism & Cultural Development)

**End of Consent Agenda** 





PA1 Certificates Of Appreciation To Be Presented To Detective Gustavo Sanchez, Lifeguard Cayetano Garcia, And Lieutenant Carlos Devafona, For Saving The Lives Of Two Young Women Visiting From New York City.

(Requested by Vice-Mayor Matti Herrera Bower)

AGENDA ITEM PAI DATE 7-6-05

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### CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### **Condensed Title:**

Approval to issue a Request for Qualifications(RFQ) for architectural, engineering, urban design, and landscape architecture services for the planning, design, bid and award, and construction administration services for the construction of the proposed 400 Space Cultural Campus Parking Garage.

### issue:

Shall the City Commission approve the issuance of a Request for Qualifications for architectural, engineering, urban design, and landscape architecture services for the planning, design, bid and award, and construction administration services for the construction of the proposed 400 Space Cultural Campus Parking Garage?

### Item Summary/Recommendation:

On October 2, 1997, pursuant to the authorization of the City Commission, the Administration issued a Request for Letters of Interest (RFLI) for Architectural/Engineering Services to develop a design and prepare construction documents for a Regional Library, a 400 Space Parking Garage with retail space and park and streetscape improvements in a Cultural Arts Campus in the vicinity of, and including, Collins Park. On September 23, 1998, via Resolution 98-22904, the Mayor and City Commission authorized the City to execute such agreement.

The original intent for the location of the Parking Garage was north of the Miami City Ballet occupying two properties, one to the east belonging to the City of Miami Beach (City) and one on the west owned by a private party. In the end, the negotiations between the City and the private party to occupy the referenced property were not successful. On November 18, 1998, the City Commission directed the Administration not to proceed with the design of the 400 space Parking Garage and instead, design two surface parking lots.

On March 14, 2003 Walker Parking Consultants (Walker) presented to the City a Parking Supply / Demand Analysis. The analysis included future parking demand studies by areas throughout the City. The area designated as the Middle Hotel area included all areas east of Washington Avenue from Lincoln Road to 41st Street. The result of the Walker analysis with regard to the parking supply and demand in the Middle Hotel area is an estimated deficit of 946 spaces for 2005 and 1,089 spaces for 2006.

Based on this study, the Administration has evaluated options for additional parking in the Middle Hotel area, and has found that there is land available on which a parking garage can be constructed on both sides of Liberty Avenue, north of the Regional Library and the Miami Ballet buildings. The construction of this parking garage is required to provide residents and visitors with the parking spaces needed. The construction of this structure will alleviate some of the parking deficit in the area currently, but will not resolve a long-term parking deficit.

Therefore, the Administration hereby requests approval to issue the Request for Qualifications (RFQ) to obtain qualifications from professional firms with the capability and experience to provide professional architectural, engineering, urban design, and landscape architecture services for the planning, design, bid and award, and construction administration for the construction of a new parking garage to include the two following options:

- A Parking Garage occupying the 2 surface lots divided by Liberty Avenue and connected at a higher elevation, creating a bridge above Liberty Avenue.
- A Parking Garage occupying the 2 surface lots and a portion of Liberty Avenue creating a drop off area on the ground floor with a main entrance on 23<sup>rd</sup> Street.

The City will have to evaluate the availability of funds to construct the project, but funding will likely come from either the Parking Fund, or City Center Redevelopment Area (RDA) Tax Increment Funds (TIF).

### **Advisory Board Recommendation:**

### **Financial Information:**

Source of	Amount Account Approved
Funds:	
Finance Dept.	Total

### City Clerk's Office Legislative Tracking:

Hiram Siaba Ext. 6272

Sign	-Offs:		a						
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DATE 7-6-05

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 6, 2005

### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL, ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES FOR THE PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CONSTRUCTION OF THE PROPOSED 400 SPACE CULTURAL CAMPUS PARKING GARAGE.

### **ADMINISTRATIVE RECOMMENDATION**

Issue the RFQ.

### **ANALYSIS**

On October 2, 1997, pursuant to the authorization of the City Commission, the Administration issued a Request for Letters of Interest (RFLI) for Architectural/Engineering Services to develop a design and prepare construction documents for a Regional Library, a 400 Space Parking Garage with retail space and park and streetscape improvements in a Cultural Arts Campus in the vicinity of, and including, Collins Park. On June 3, 1998, after presentations and considerable discussion, the Mayor and City Commission authorized the City to negotiate with Robert A. M. Stern Architects (Stern) for architectural and engineering (A/E) services.

On September 23, 1998, via Resolution 98-22904, the Mayor and City Commission authorized the City to execute an agreement between the City and Stern to provide A/E services to develop design and to prepare Construction Documents for a Regional Library and a 400 space Parking Garage with retail space, park and streetscape improvements in a Cultural Arts Campus in the vicinity of, and including, Collins Park.

The original intent for the location of the Parking Garage was north of the Miami City Ballet occupying two properties, one to the east belonging to the City of Miami Beach (City) and one on the west owned by a private party. In the end, the negotiations between the City and the private party to occupy the referenced property were not successful. On November 18, 1998, the City Commission directed the Administration not to proceed with the design of the 400 space Parking Garage and instead, design two surface parking lots.

On March 14, 2003 Walker Parking Consultants (Walker) presented to the City a Parking Supply / Demand Analysis. The analysis included future parking demand studies by areas throughout the City. The area designated as the Middle Hotel area included all areas east

City Commission Memorandum July 6, 2005 Cultural Campus Parking Garage RFQ Page 2 of 7

of Washington Avenue from Lincoln Road to 41<sup>st</sup> Street. The result of the Walker analysis with regard to the parking supply and demand in the Middle Hotel area is as follows:

Year	Effective Supply	Demand	Adequacy
2001	1,910	2,748	(838)
2002	1,910	2,775	(865)
2003	1,910	2,801	(891)
2004	1,910	2,828	(918)
2005	1,910	2,856	(946)
2006	2,079	3,168	(1,089)
2007	2,079	3,203	(1,124)
2008	2,079	3,238	(1,159)
2009	2,079	3,274	(1,195)
2010	2,079	3,311	(1,232)

The Effective supply is the actual number of spaces provided by the City in the areas referred as the Middle Hotel area, the Demand refers to the number of spaces that the study indicated would be needed, Adequacy refers to the number of spaces which would be required to satisfy the demand. The numbers shown for 2006 and onward are estimates for future established by the Walker Study.

Based on this study, the Administration has evaluated options for additional parking in the Middle Hotel area, and has found that there is land available on which a parking garage can be constructed on both sides of Liberty Avenue, north of the Regional Library and the Miami Ballet buildings. The construction of this parking garage is required to provide residents and visitors with the parking spaces needed. The construction of this structure will alleviate some of the parking deficit in the area currently, but will not resolve a long-term parking deficit.

Therefore, the Administration hereby requests authorization to issue the Request for Qualifications (RFQ) to obtain qualifications from professional firms with the capability and experience to provide professional architectural, engineering, urban design, and landscape architecture services for the planning, design, bid and award, and construction administration for the construction of a new parking garage to include the two following options:

- A Parking Garage occupying the 2 surface lots divided by Liberty Avenue and connected at a higher elevation, creating a bridge above Liberty Avenue.
- A Parking Garage occupying the 2 surface lots and a portion of Liberty Avenue creating a drop off area on the ground floor with a main entrance on 23<sup>rd</sup> Street.

The two options should include a retail area on the first floor of at least 8,000 square feet, but preferably closer to 12,000 square feet; a small operations office (15' x15') with a restroom and two storage areas, one of them provided with air conditioning; space for new self-service equipment such as "pay on foot" and self-service snacks and beverages. The two proposals should also include a traffic impact analysis.

City Commission Memorandum July 6, 2005 Cultural Campus Parking Garage RFQ Page 3 of 7

The City will have to evaluate the availability of funds to construct the project, but funding will likely come from either the Parking Fund, or City Center Redevelopment Area (RDA) Tax Increment Funds (TIF). The estimated project budget includes the following:

### **ESTIMATED TOTAL PROJECT BUDGET**

### **ESTIMATED CONSTRUCTION BUDGET**

Parking Structure	\$5,120,000
Commercial retail space	\$2,340,000
Offices, storage	\$ 29,250
ESTIMATED CONSTRUCTION BUDGET	\$7,489,250
ESTIMATED A/E AND SPECIAL INSPECTOR COSTS (15%)	\$1,123,388
• AIPP	\$ 112,339
<ul> <li>Survey and Testing</li> </ul>	\$ 149,785
• FF&E	\$ 250,000
<ul> <li>CIP Office Project Management Fee</li> </ul>	<b>\$ 437,989</b>
ESTIMATED TOTAL PROJECT BUDGET:	\$9,562,751

### **RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ to be issued	July 11, 2005
Pre-Qualification Conference	July 26, 2005
Deadline for receipt of questions	August 5, 2005
Deadline for receipt of responses	August 16, 2005
Evaluation committee meeting	September, 2005
Commission approval/authorization of negotiations	October, 2005
Contract negotiations	October, 2005
Projected award date	November, 2005
Projected contract start date	December, 2005

### **CONSULTANT TASKS**

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Planning Services

Task 2 - Design Services

City Commission Memorandum July 6, 2005 Cultural Campus Parking Garage RFQ Page 4 of 7

Task 3 - Bid and Award Services

Task 4 – Construction Administration Services

Task 5 – Additional Services

Task 6 – Reimbursable Services

<u>Task 1 – Planning Services:</u> The purpose of this task is to establish a consensus design concept for the referenced project that meets the needs of the community and stays within the established schedule and cost parameters. Design concepts will be presented to the affected residents and user groups in a series of Community Design Workshops (CDW). The selected firm will conduct a total of two (2) CDWs. Based on the results of the CDWs, a draft Basis of Design Report (BODR) shall be developed for presentation and approval by all applicable review committees and permitting agencies. A final BODR shall then be prepared summarizing the accepted design concept, budget level cost estimate, implementation schedule and other issues deemed relevant to the implementation of the project. The final Basis of Design Report will be presented to the City Commission for approval.

Task 2 - Design Services: The Purpose of this Task is to establish requirements for preparation of the contract documents for the Project. Note that the selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way using formats established for the City's Right of Way Infrastructure Improvement Program. In addition, the selected firm will follow the City standards for the preparation of contract documents, inclusive of drawings, specifications and front end documents, and cost estimates. Review submittals will be prepared at the 50%, 90% and 100% for City staff review and permitting completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm will attend and participate in Community and/or user groups Design Review Meetings (CDRM) to present and discuss the design progress and concept at different stages during the design; and will work with the City to adjust / revise project scope as may be deemed necessary to meet established budgets as the design evolves through the stages of completion. The selected firm will also be responsible for reviewing and receiving approvals of its construction documents from alljurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

Task 3 – Bid and Award Services: The selected firm shall assist City in bidding and award

City Commission Memorandum July 6, 2005 Cultural Campus Parking Garage RFQ Page 5 of 7

of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide "As-Bid" documents for use during construction.

The City may also consider awarding the project to one of the Job Order Contractors (JOC) already in place. This will facilitate an expeditious construction contract procurement and award period versus the common four to six months the City experiences when a project is advertised for competitive bidding. This decision will be made as the project design progresses.

<u>Task 4 – Construction Administration Services:</u> The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, specialty site visits, project closeout reviews including substantial and final punch list development and project certification, warranty administration. The City will provide day-to-day construction administration and observation service on the Project.

<u>Task 5 – Additional Services</u>: No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements, and awarded according to the City's procurement process.

<u>Task 6 – Reimbursable Services:</u> The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

It is anticipated that a Firm whose specialty and primary area of expertise is in design of parking garages will head the selected Project Design Team, which should also include an urban designer/planner and a landscape architect as sub consultants. Interested teams must demonstrate their experience in design of parking garages, and construction administration expertise, based on the successful completion of projects of similar size and complexity for other governmental and/or private entities.

### **EVALUATION PROCESS**

The procedure for response evaluation and selection is as follows:

- Request for Qualifications issued.
- Receipt of responses.

City Commission Memorandum July 6, 2005 Cultural Campus Parking Garage RFQ Page 6 of 7

- Opening and listing of all responses received.
- An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
- The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:
  - 1. The experience, qualifications and portfolio of the Principal (15 points).
  - 2. The experience, qualifications and portfolio of the Project Manager (20 points).
  - 3. The experience and qualifications of the professional personnel assigned to the Project Team (10 points).
  - 4. Willingness to meet time and budget requirements as demonstrated by past performance (5 points).
  - Certified minority business enterprise participation (5 points). Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.
  - 6. Location (5 points).
  - 7. Recent, current, and projected workloads of the firms (5 points).
  - 8. The volume of work previously awarded to each firm by the City (5 points).
  - 9. Demonstrated successful similar projects (15 points).
  - 10. Demonstrated success in leading active collaborative stakeholder processes to achieve consensus on program and design in similar size and scope projects based on budget and size (15 points).
- The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- After considering the recommendation(s) of the Evaluation Committee, the City
  Manager shall recommend to the City Commission the response or responses
  acceptance of which the City Manager deems to be in the best interest of the City.
- The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
- Negotiations between the selected respondent and the City take place to arrive at a contract price. If the City Commission has so directed, the City may proceed to

City Commission Memorandum July 6, 2005 Cultural Campus Parking Garage RFQ Page 7 of 7

> negotiate a contract price with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract price within a reasonable period of time.

- A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
- If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida to authorize the issuance of a Request for Qualifications (RFQ) for architectural, engineering, urban design, and landscape architecture services for planning, design, bid and award, and construction administration services for the new 400 space Cultural Campus Parking Garage.

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### **CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY**



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Request For Approval To Purchase One (1) 2005 Ford F-650 Crew Cab Truck Chassis With A 14 Foot Stake Body and One (1) 2005 Ford F-650 Crew Cab Truck Chassis With An 11 Foot Utility Body From Atlantic Truck Center, in The Amount Of \$121,845.00, Pursuant To Florida State Contract No. 04-12-0823.

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Shall the Commission approve the purchase,

Item Summary/Recommendation:

The 2005 Utility trucks are being purchased by the Public Works Water Division. These vehicles are replacements for vehicles 0734-8, 0744-8 and will be used in the transportation of piping, construction materials and crews to job sites.

The Administration recommends approving the purchase.

Advisor	v Board	Recomme	ndation
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n/a

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1	\$121,845.00	425.0410.000673 PW Water Div Enterprise Fund Capital Acct	
	2			
1 /// ( -	3			
45 +	4			
Finance Dept.	Total	\$121,845.00		

**City Clerk's Office Legislative Tracking:** 

**Andrew Terpak** 

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AGENDA ITEM \_\_(

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



**Date:** July 6, 2005

### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2005 FORD F-650

CREW CAB TRUCK CHASSIS WITH A 14 FOOT STAKE BODY AND ONE (1) 2005 FORD F-650 CREW CAB TRUCK CHASSIS WITH AN 11 FOOT UTILITY BODY FROM ATLANTIC TRUCK CENTER, IN THE AMOUNT OF \$121,845.00, PURSUANT TO FLORIDA STATE CONTRACT NO. 04-12-

0823.

### **ADMINISTRATION RECOMMENDATION**

Approve the purchase.

### **BID AMOUNT AND FUNDING**

\$121,845.00 Public Works Water Division Enterprise Fund

425.0410.000673

Capital Account

### **ANALYSIS**

These vehicles are recommended to be purchased pursuant to Florida State Contract No. 04-12-0823.

The 2005 Ford F-650 with Crew Cab Truck Chassis with 14 foot Stake Body and the 2005 Ford F-650 Crew Cab Truck Chassis with 11 foot Utility Body are budgeted replacements and will be funded by the Public Works Water Division Enterprise Fund. These vehicles will be used daily by the Public Works Water Division in the transportation of piping, construction materials and crews to job sites.

The vehicles listed below have met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mileage	Life To Date Maintenance	Condition
0734-8	0410	1988	International 1654	60,109	\$16,502.49	Poor
0744-8	0410	1988	International 1654	55,923	\$16,771.23	Poor

Criteria for replacement of vehicles are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

Trucks July 6, 2005 Page 2

All deadlined vehicles and equipment are used as a trade-in or sold at public auction. This process effectively reduces our cost of ownership and completes the life cycle.

The Administration recommends that the City Commission approve the purchase of one (1) 2005 Ford F-650 Crew Cab Truck Chassis with 14 foot Stake body, and one (1) 2005 Ford F-650 Crew Cab Truck Chassis with 11 foot Utility body from Atlantic Truck Center in the amount of \$121,845.00, pursuant to Florida State Contract No. 04-12-0823.

### CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



Condensed Title	•
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Approve the issuance of an RFP for administration and implementation of a post retirement health investment plan that permits employees to contribute a portion of their leave settlement, at time of separation, to pay for future health related expenses using pre-tax dollars.

### issue:

Should the City issue an RFP for administration and implementation of a post retirement health plan as part of the Employee Benefit's Program?

Item Summary/Recommendation:

The City would like to issue an RFP to consider a post retirement health plan for its eligible employees. This plan would allow them to contribute funds on a pre-tax basis for the purpose of establishing an investment account, for the payment of qualified health related expenses after separation from the City. The plan would be funded by employee contributions of annual and sick leave at the time of separation from the City. The plan would be in compliance with all Federal regulations and IRS guidelines.

Advisory Board Recommendation:	
N/A	

### **Financial Information:**

Source of	Amo	unt Account	Approved
Funds:	1		
	2		
	3		
	4		
Finance Dept.	Total		

City Clerk's Office Legislative Tracking:

Mayra Diaz Buttacavoli, Director of Human Resources & Risk Management

Sign-Offs:

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Department Director	Assistant City Manager	City Ma	inager
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AGENDA ITEM <u>C2C</u>
DATE 7-6-05

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 6, 2005

### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

REQUEST APPROVAL TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR SERVICES TO ADMINISTER AND IMPLEMENT A POST RETIREMENT HEALTH INVESTMENT PROGRAM, AS PART OF THE CITY'S EMPLOYEE BENEFITS PROGRAM, THAT PERMITS EMPLOYEES TO CONTRIBUTE AT THE TIME OF SEPARATION OF EMPLOYMENT, A PORTION OF THEIR LEAVE SETTLEMENT ON A PRE-TAX BASIS TO BE

**USED FOR FUTURE HEALTH RELATED EXPENSES.** 

### ADMINISTRATION RECOMMENDATION

Approve the issuance of an RFP.

### **ANALYSIS**

The City of Miami Beach recognizes that the costs associated with health insurance after retirement can be a significant financial burden. Recent changes in the federal tax laws now permit the implementation of certain plans that may assist the retired employee in handling some of these costs.

These plans would offer retiring employees an investment plan that helps them build assets that are then used to pay for healthcare premiums, co-payments, deductibles, prescriptions, etc. The plan is funded with pre-tax dollars, the investment of the funds is directed solely by the employee (in funds approved by the selected Company), and funds are still tax free when used for IRS approved health related expenses; and may be transferred to a beneficiary at time of death.

The Plan would be funded by the employee using accrued annual and sick leave, to the maximum amount allowed that is available for payout at separation from the City.

### CONCLUSION

The City Administration recommends that the Commission approve the issuance of a Request for Proposal for services to administer and implement a post retirement health plan as part of the City's Employee Benefits Program.

JMG:MDB:ph

T:\AGENDA\2005\Jul0605\Consent\Retire Health Plan Admin req RFP-memo-07-05.doc

### **SCOPE OF SERVICES**

The City of Miami Beach is requesting proposals to offer full administrative and investment services, including implementation of a Post Retirement Health Plan that permits employees in specified groups to invest portions of their annual and sick leave at time of termination into such a plan on a pre-tax basis.

- 1. The Plan must have a Post Retirement Health Plan Document with a favorable determination letter from the Internal Revenue Service that may be adopted by the City.
- 2. Eligibility will be determined by the City initially it will be offered to full time eligible employees not covered by a bargaining unit. Subject to collective bargaining, other groups may become eligible for participation.
- Company must provide services that include, but are not limited to: employee communications, full service recordkeeping, education, enrollment, and investment services.
- 4. Services should closely resemble the administrative and investment services currently being provided on behalf of the City's other 401(a) and 457 (b) retirement plans.
- 5. Provide all related education information, including brochures, enrollment materials and an 800 number for employees to call with questions.
- 6. Review and/or assist writing Agreements/policies purchased by the City to assure their accuracy and appropriateness.
- 7. Provide an annual report summarizing use of the Plan, including contribution amounts by employees.
- 8 Provide utilization reports on an annual basis or as requested by the City.
- 9 Interpret and explain related regulations, respond to inquires from City benefit staff.
- 10. The selected Proposer shall allow the participants in the Plan the ability to direct the investment of their current and future contributions; changes to both amounts must be allowed at least daily.
- 11. It is anticipated that the City will issue an Agreement with one (1) firm for a five (5) year period with options to renew the term on a year-to-year- basis at the City's discretion, for an unlimited period.
- 12. The selected Proposer will accept fiduciary responsibility for all Plan assets which come into its custody.
- 13. Any other services that may be needed relative to this type of Plan.

### **EVALUATION CRITERIA**

The Evaluation Committee shall base its recommendations on the following factors:

- 1. Specific Expertise regarding the Scope of the Project 25%
- 2. Experience and qualifications of the Proposer in administering a post retirement health plan 20%
- 3. References 25%
- 4. Cost to employee for administration fees and investment fees 30%

### MINIMUM REQUIREMENTS

- The selected Proposer shall offer full administrative and investments services for the City of Miami Beach's Post Retirement Health Plan.
- 2. Must be properly licensed to offer this type of service, nor should the selected Proposer have filed for bankruptcy within the last seven (7) years of the due date of the RFP.
- 3. The selected Proposer shall have a minimum "A" rating from Standard & Poor or Moody's as of the due date of this RFP, if the company has a rating by either of these agencies. If the selected Proposer has no such rating because it is a not-for-profit entity or it is a non-stock organization and it has no long-term debt, then the selected Proposer shall submit audited financials showing a strong financial position, including strong asset to liability ratio, to be determined by the City.
- 4. The selected Proposer shall have at least ten (10) years of continuous 401(a) plan administration and investment experience prior to the due date of this RFP.
- 5. The selected Proposer shall have at least two (2) years of continuous Post Retirement Health Plan administration and investment experience prior to the due date of this RFP.
- The selected Proposer shall have a Post Retirement Health Plan Document with a favorable determination letter from the Internal Revenue Service that may be adopted by the City.
- 7. Minimum Insurance Coverage-the Proposer must agree to maintain in force, at all times during which services are to be performed for The City of Miami Beach, Professional Liability insurance with limits of coverage no less than \$1,000,000; General Liability Coverage with limits of coverage no less than \$1,000,000; and Workers Compensation if required by Statute.
- 8. The selected Proposer shall allow the participants in the Plan the ability to direct the investment of their current and future contributions; changes to both amounts must be allowed at least daily.

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### CITY OF MIAMI BEACH **COMMISSION ITEM SUMMARY**



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Approve the issuance of a Request for Qualifications (RFQ) for general transportation planning and traffic engineering consulting services on an as needed basis.

### Issue:

Shall the City approve the issuance of a RFQ?

Item Summary/Recommendation:

Pursuant to the City key intended outcome to maintain and improve traffic flow conditions Citywide, the Transportation Division of Public Works needs the flexibility to hire a consulting firms to provide transportation planning/traffic engineering services on demand without having to undergo the time consuming RFQ process for each individual consulting task that may exceed \$25,000 in cost. This would help the Division meet the challenges which are inherent to the overall Departmental work plan. Examples of recurring tasks are but not limited to: update of traffic database and levels of service; preparation of a new municipal mobility plan; review of traffic impact studies for proposed development projects; conduct studies requested by Commission action; and conduct traffic studies for bicycle/pedestrian facility projects.

Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA), allows for contractual arrangement of professional consulting services to be performed on demand.

In addition, the City would submit each individual task to be delivered by the selected consultant, as well as the proposed funding source(s), for approval in writing or Resolution by either the City Manager (under \$25,000) or the City Commission (for those tasks costing \$25,000 and over); would conduct annual contract review to ensure quality standards; and would reserve the right to negotiate and contract with the second and/or third ranked firm, if the City is not satisfied with the services provided by the present firm.

The Administration recommends issuance of the RFQ.

N/A

### Financial Information:

Source of		Amount	Account	Approved
Funds:	1		and the second s	
	2			
	3			
	4			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Robert Halfhill 6833

Sign-Offs:

Department Director	Assistant City Manager	City/Manager

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AGENDA ITEM <u>C2D</u>

DATE <u>7-6-05</u>

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



### COMMISSION MEMORANDUM

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR

QUALIFICATIONS (RFQ) FOR GENERAL TRANSPORATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, ON AN AS NEEDED BASIS, PURSUANT TO SECTION 287.055 OF THE FLORIDA STATUTES KNOWN AS THE CONSULTANTS' COMPETITIVE

**NEGOTIATION ACT (CCNA).** 

### ADMINISTRATION RECOMMENDATION

Issue the RFQ.

### **ANALYSIS**

Pursuant to the City key intended outcome to maintain and improve traffic flow conditions citywide, the Transportation Management Division of the Public Works Department is in need of comprehensive outside support to address the challenges which are inherent to the overall departmental work plan.

The flexibility to hire a consulting firm which will provide specialized transportation planning and traffic engineering services on demand, without having to undergo the time consuming Request for Qualifications (RFQ) process for each individual task which, in most cases, will exceed \$25,000 in cost, is a critical component in developing a departmental process of review, planning and design. In addition, it is highly desirable to have the same consulting firm on board in order to maintain continuity and consistency among the tasks to be performed, several of them being directly interconnected. A few examples of such recurring and/or unexpected tasks are:

- Regular update of the Miami Beach traffic database and levels of service.
- Update of the Automated Concurrency Management System.
- Preparation of a new mobility plan for Miami Beach.
- Conduct traffic/transportation studies requested by City Commission.
- Conduct traffic studies for bicycle/pedestrian facility projects, etc.
- Review the technical traffic impact studies required from developers for proposed projects in Miami Beach, and give prompt input to the Administration.

In addition, most of the above-mentioned studies will require the staff resources, degree of specialization, and equipment availability that can be provided only by a consulting firm.

Section 287.055 of the Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA), allows for such contractual arrangements with professional consulting firms, under the following conditions:

- That no less than three (3) firms be ranked; and
- That an agreement be negotiated and executed for a specified period of time.

The Miami Beach Concurrency Management Fund (CMF) and share of the Peoples' Transportation Plan Fund (PTP) are appropriate sources of funding for the individual tasks that would be awarded, on an as-needed basis, to the successful transportation planning/traffic engineering consulting firm pursuant to the results of this proposed RFQ.

The Evaluation Committee appointed by the City Manager will evaluate all responsive qualification packages received pursuant to the following weighted criteria:

- A. The experience, qualifications and (portfolio) of the Principal (15 points).
- B. The experience, qualifications and (portfolio) of the Project Manager (20 points).
- C. The experience and qualifications of the professional personnel assigned to the Project Team (10 points).
- D. Project Approach; (5 points)
- E. Willingness to meet time and budget requirements as demonstrated by past performance (5 points).
- F. Certified minority business enterprise participation (5 points). Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.
- G. Location (5 points)
- H. Recent, current, and projected workloads of the firms (5 points).
- I. The volume of work previously awarded to each firm by the City (5 points).
- J. Demonstrated successful similar projects (10 points).
- K. Demonstrated success in leading active collaborative stakeholder processes to achieve consensus on program and design in similar size and scope projects based on budget and size (15 points).

JG/RM/FB/RTH/FV

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### CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### **Condensed Title:**

Request for Approval to Award a Contract to 911 Direct, Inc., in the Amount of \$87,092 Pursuant to Invitation To Bid No. 14-04/05 For The Maintenance of 911 Public Safety Answering Position Equipment For a Two (2) Year Period, With the Option to Renew for an Additional Three (3) Years, on a Year to Year Basis.

### Issue:

Shall the Commission Approve the Award?

### Item Summary/Recommendation:

Invitation to Bid (ITB) No. 14-04/05 for the Maintenance of 911 Public Safety Answering Position Equipment was issued on April 18, 2005 with an opening date of May 17, 2005. Due to the nature of the equipment and the maintenance required, the number of providers that have the skill and capacity to respond to these essential services is limited. The bid notice was sent to seven firms, which resulted in the receipt of two bids from the following firms:

- BellSouth Business
- 911 Direct, Inc.

Upon review of the bids by the Procurement Division and the City Attorney's office, BellSouth's submission was deemed to be non-responsive.

Currently there is no formal agreement in place to cover the maintenance of the City's emergency 911 response system. 911 Direct, Inc. has not taken any exceptions to the response times or other requirements that are specified in the ITB.

The Administration recommends that the City Commission a award a contract to 911 Direct, Inc., in the amount of \$87,092, pursuant to Invitation to Bid No. 14-04/05 for the maintenance of 911 public safety answering position equipment for a two (2) year period, with the option to renew for an additional three (3) years, on a year to year basis.

### **APROVE THE AWARD**

### Advisory Board Recommendation:

### N/A

### **Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$87,092.00	E911-Emergency 911 Wireless Account: 011-9415-000325 for a two year agreement	
4	2			
Finance Dept.	Total	\$87,092.00		

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Signi-Ons.		
Department Director	Assistant City Manage	er/CFO City Manager
g		JMG_JAS

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### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139

www.miamibeachfl.gov



### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez (

City Manager

Subject:

REQUEST FOR APPROVAL TO AWARD A CONTRACT TO 911 DIRECT, INC., IN THE AMOUNT OF \$87,092 PURSUANT TO INVITATION TO BID NO. 14-04/05 FOR THE MAINTENANCE OF 911 PUBLIC SAFETY ANSWERING POSITION EQUIPMENT FOR A TWO (2) YEAR PERIOD, WITH THE OPTION TO RENEW FOR AN ADDITIONAL THREE (3) YEARS, ON A

YEAR TO YEAR BASIS.

### **ADMINISTRATION RECOMMENDATION**

Approve the award.

### **BID AMOUNT AND FUNDING**

\$87,092

E911-Emergency 911 Wireless Account: 011-9415-000325 for a two year

agreement.

### **ANALYSIS**

Invitation to Bid (ITB) No. 14-04/05 for the Maintenance of 911 Public Safety Answering Position Equipment was issued on April 18, 2005 with an opening date of May 17, 2005. The purpose of the bid was to establish a two year contract, with the option to renew for an additional three (3) years, on a year to year to basis, for maintenance service twenty-four (24) hours per day and seven (7) days per week, for all City 911 telephone system equipment. This service is to be provided both on site and via remote diagnostics, to enable technicians to trouble shoot remotely. The equipment includes, but is not limited to, all Power 911 server hardware and back up equipment, all Power 911 server software, and Power 911 integrated call recorders. Due to the nature of the equipment, mandatory emergency response times, and the maintenance required, the number of providers that have the skill and capacity to respond to these essential services is limited. The bid notice was sent to seven firms, which resulted in the receipt of two bids from the following firms, with corresponding fees as quoted:

	Annual Fee Year 1	Annual Fee Year 2	Two-Year Total	Previous Two-Year Total with 911 Direct, Inc.
BellSouth Business	\$36,000	\$36,000	\$72,000	
911 Direct, Inc.	\$42,747	\$44,345	\$87,092	\$91,929.84

In the bid submitted by BellSouth, there were several sections labeled "Clarifications". The City Attorney's Office and the Procurement Division have determined that many of the "clarifications" are in fact exceptions. These sections include, but are not limited to:

Commission Memo ITB 14-04/05 – For the Maintenance of 911 Public Safety Answering Position Equipment July 6, 2005 Page 2 of 2

In General Conditions: Section 1.1 Non-Conformance to Contract Conditions; Section 1.16 Inspection, Acceptance & Title; 1.20 Patents & Royalties; Section 1.26 Liability, Insurance, Licenses and Permits; Section 1.47 Disputes; Signed Bid Considered an Offer; Section 1.57 Termination for Convenience of the City; Section 1.58 Insurance and Indemnification.

Based on BellSouth's exceptions, their bid was deemed non-responsive and eliminated from further consideration.

The firm 911 Direct, Inc. had been providing the services to the City's Police PSCU Management Department for the past two years at a monthly fee of \$3830.41. Currently there is no formal agreement in place to cover the maintenance of the City's emergency 911 response system. 911 Direct, Inc. has not taken any exceptions to the response times or other requirements that are specified in the ITB.

The Administration recommends that the City Commission to award a contract to 911 Direct, Inc., in the amount of \$87,092, pursuant to Invitation to Bid No. 14-04/05 for the maintenance of 911 public safety answering position equipment for a two (2) year period, with the option to renew for an additional three (3) years, on a year to year basis.

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### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject:

REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS

COMMITTEE MEETING HELD ON THURSDAY, JUNE 2,

2005.

A meeting of the Neighborhood/Community Affairs Committee was held on Thursday, June 2, 2005 at 2:30 p.m. in the City Manager's Large Conference Room. Commissioners in attendance: Luis R. Garcia, Jr., Richard L. Steinberg, and Saul Gross. City staff in attendance: Vivian P. Guzman, Director — Neighborhood Services; Max Sklar, Director — Tourism and Cultural Development, Graham Winick, Film and Print Coordinator; Jimmy McMillion, Special Projects Coordinator.; Fred Beckmann, Director — Public Works; Fernando Vazquez, City Engineer; Linette Nodarse, Rachel Lief, Margarita Alcon, Dolores Mejia, Randi MacBride. Others in attendance are listed in the attached sign-in sheet.

### 1. DISCUSSION ON AMENDED NOISE ORDINANCE.

Robert Middaugh, Assistant City Manager, explained that the final draft of the Noise Ordinance is still in the hands of the Legal Department. Once the draft is available there will be a meeting of interested parties in time to bring the item back to the next Neighborhood/Community Affairs Committee meeting and then on to a meeting of the full City Commission.

**Action:** No action was required by the Committee.

### 2. <u>DISCUSSION REGARDING SIXTEENTH STREET OPERATIONAL IMPROVEMENTS AND</u> ENHANCEMENT PROJECT - PHASE I - PROFESSIONAL SERVICES AGREEMENT.

Fred Beckmann, Director – Public Works and Fernando Vazquez, City Engineer presented renderings of the concept for the planning phase of this project to address concerns expressed at the May 18, 2005 City Commission meeting. The presentation reflected the intended goal of fostering pedestrian access and safety.

**Action:** The Committee was satisfied with the concept as presented. No action was required by the Committee.

### 3. DISCUSSION REGARDING SPECIAL EVENTS GUIDELINES REVISIONS.

**Action:** The Committee moved to bring the item to the full City Commission.

Attachments

A

Agenda Item\_\_\_(

Date 7-6-05



# NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE JUNE 2, 2005 CITY OF MIAMI BEACH

### SIGN-IN SHEET

## PLEASE PRINT LEGIBLY

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NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
RAFAEL E. DIEZ	Property owner "The Rux Kin," (305) 535-23 90 Lafael Dresta golles	(305) 535-2390	Lafael Dreza as 1.00
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# NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE JUNE 2, 2005 CITY OF MIAMI BEACH

### SIGN-IN SHEET

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NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL	: : :
Delete Mera	Hayor & Comm.	7.6834	X. 7096	
Graham Winich	Tosisar + Cult Des. (CMS)	L 2527	x 6 2063	
FRANK FIORENTINO	1500 Ocean DRNS	305785-3099	FORENTING GAIL COM	Com
partie lief	Mayor + Commission	6722		<b>.</b>
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Jimmy McMillior	Keyden had Sean			
Molland Stinsen	(m)	7603		
Jan (ron)	CMB	2016		
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Fred Backmann	CMB PWD	×1002		



# NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE JUNE 2, 2005 CITY OF MIAMI BEACH

### SIGN-IN SHEET

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PHONE NO.	(325) 7(7-7200)				4	
ORGANIZATION / DEPT.	PWP) /ENGINERALES					
NAME	(FERNANO VAZONEZ					

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City/Commission

**Date:** July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject:

REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT

**COMMITTEE MEETING OF JUNE 6, 2005** 

The General Obligation Bond Oversight Committee ("Committee") met on June 6, 2005. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the May 2, 2005 General Obligation Bond Oversight Committee meeting.

### **CONTINGENCY REPORT**

The Administration informed the Committee that no new change orders had been approved. A list of the change orders approved to date is attached as "Exhibit A".

### **DISCUSSION ITEMS**

The Committee discussed the removal of the fence at the South Shore Community Center. A Committee member expressed concern that the fence was to remain, but was recently removed. He was concerned with vagrancy and illicit activities taking place at the Community Center, and wanted to see a fence put up on the Jefferson Avenue side of the Community Center. The Administration will work with the Committee member to address his concerns.

### RECOMMENDATION TO CITY COMMISSION

The Administration presented an item to the Committee regarding awarding additional services to the A/E firm for the West Avenue Neighborhood Right-of-Way (ROW) Infrastructure Improvement Project. In May 2001, the City executed an agreement with Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart (Glatting Jackson) for the design of the West Avenue Neighborhood ROW Improvement Project for a fee of \$231,444. After several years of the planning effort being placed on hold to identify additional funding for the water and stormwater components identified by the Community at CDW No. 1, the City has determined that it would be in the City's best interest to move forward with the additional planning efforts to complete the planning phase and adopt a BODR. The proposed amendment allows Glatting Jackson to finish the planning effort for the above ground improvements as well as addressing the comments made by the Community during CDW No. 1. The BODR can be adopted with the appropriate recommendations for improvements, but the design and construction of the improvements will be placed on hold until sufficient funding is identified. The Committee recommended that the City Commission approve an amendment for \$134,009 for Glatting Jackson for additional planning services.

Agenda Item CGB

Date 7-6-05

City Commission Memorandum July 6, 2005 June 6, 2005 General Obligation Bond Oversight Committee meeting Page 2 of 2

### **PROJECT STATUS REPORT**

The Administration informed the Committee that the **Fire Station No. 2** project conflicts between the pilings and the foundation of the existing building have been resolved, and the pilings are almost complete. The project is moving along well.

The Committee was told that the work for the **Fire Station No. 4** is continuing. The slab is being poured, and the civil work (water lines, irrigation and fire line connections) are underway. Sanitary sewer and drainage systems are complete. The seawall is almost complete.

With regard to the **Normandy Isle Park and Pool** project, the Administration has received communication from the Surety that they are moving forward with the Invitation to Bid (ITB) for a replacement contractor. The Surety received some responses to the ITB, but a final determination of contractor has not yet been made. The City is still working and negotiating with the Surety and will continue to seek all remedies with the Surety to finish the pool project. The park portion of the project is under construction.

### **INFORMATIONAL ITEMS**

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

The Committee was advised that the loss of parking in the direct area of the proposed "Las Ramblas" concept in the Flamingo Neighborhood was approximately 21 parking spaces. Because the design hasn't been finalized, and there currently are no defined, striped parking spaces, it is difficult to determine the exact number of parking spaces as a starting point to determining how many will be lost if the concept is implemented. Also, because the design for the neighborhood is not developed enough, it is not yet feasible to determine how many parking spaces will be gained or lost in the neighborhood as a whole.

Attachment

JMG/RCM/

T:\AGENDA\2005\du\\0003\consent\6-6-05 GO Bond Meeting Summary Minutes.doc

General Obligation Bond Oversight Committee Contingency Report - June 2005

	Purpose	Value Engineering of curb and gutter to valley gutter	Paid from funding outside contingency - additional sidewalk, curb and gutter	Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)	Value Engineering of base under sidewalk	Revised drainage structures to comply with DERM regulations	Adjust Storm Drain due to conflict with FPL Duct Bank	Concrete work to reduce slopes of plaza to approx. 2%	Storm drain modifications to adjust plaza slopes to approx. 2%	Loading Zone at Barcelona Hotel, requested and funded by Properly Owner	Delete 8 Planters (Owner request)	Underground Phone and TV cables, requested and funded by property owner	Credit for error on Change Order # 9	Water line to Proposed fountain	Ramp at Tantra for Dumpster	Change Planter Layout (Owner Request)	Additional rain water leaders	Net plant material changes by Landscape Architect	Added Sidewalk, Curb. & Header at edge of pavers	Install photoelectric cell control for street lights.	Pay item quantity adjustments and Added drainage.	Credit from Contractor for quantity adjustments.	Contribution from Property Owners for C.O.# 11.	Additional services to A/E for additional Construction Administration (time and scope: \$8,447) and DERM Fee Reimbursement (\$8,142)	Storm drainage system in old steel tank area	Rental of 60kw generator for 911 equipment tower	Temporary scaffolding for access to 911 equipment	Construction of temporary parking lot	Connection of generator unit for 911 equipment	New scope of work for new layout of tot lot & install new	fencing	Re-route electrical feed	relocate FPL underground line to accommodate new pool
# of	Days						0	0	+49	0	0	24				0 4				7		0			30			0	0				
Contract Amount Remaining to	be Paid																												\$8,018,475.56	€			
% of Project Complete	(approx.)	20%	20%	20%	20%	20%	42%	42%	45%	65%	%59	%59	%02	%02	85%	85%	%00	%06 806	%66	%66	100%				%0	%0	%0	%0	2%	27%			40%
Remaining	Contingency	\$141,558.30	\$136,258.30	\$54,608.30	\$82,453.30	\$73,885.30	\$72,985.30	\$57,997.30	\$44,997.30	\$44,198.30	\$45,907.20	\$40,717.20	\$40,817.20	\$39,637.20	\$38,917.20	\$38,405.20	\$36,403.20	\$37.489.70	\$31,728,73	\$29,038.73	\$5,491.38	\$11,784.88	\$16,974.88	\$385.88	\$394,875.00	\$390,775.00	\$382,653.36	\$323,702.18	\$318,367.54	\$7,201.39		\$239,980.00	\$219,809.52
Revised Contract	Amount	\$760,441.70	\$765,741.70	\$847,391.70	\$819,546.70	\$828,114.70	\$829,014.70	\$844,002.70	\$857,002.70	\$857,801.70	\$856,092.80	\$861,282.80	\$861,182.80	\$862,362.80	\$863,082.80	\$863,594.80	\$866,094.00	\$864,510.30	\$867.043.77	\$869,733.77	\$893,281.12	\$886,987.62			\$8,118,576.00	\$8,122,676.00	\$8,130,797.64		\$8,195,083.46	\$147,325.16		\$2,453,300.00	2,473,470.48
Change Order	Amount	(\$1,085.00)	\$5,300.00	\$81,650.00	(\$27,845.00)	\$8,568.00	\$900.00	\$14,988.00	\$13,000.00	\$799.00	(\$1,708.90)	\$5,190.00	(\$100.00)	\$1,180.00	\$720.00	\$512.00	\$5,000.00 \$500.00	(\$1.584.50)	\$5.760.97	\$2,690.00	\$23,547.35	(\$6,293.50)	(\$5,190.00)	\$16,589.00					\$5,334.64	\$6,874.12		\$53,500.00	\$20,170.48
Original Contract	Amount	\$761,526.70	\$760,441.70	\$765,741.70	\$847,391.70	\$819,546.70	\$828,114.70	\$829,014.70	\$844,002.70	\$857,002.70	\$857,801.70	\$856,092.80	\$861,282.80	\$861,182.80	\$862,362.80	\$863,082.80	\$865 504 80	\$866,094.80	\$861,282.80	\$867,043.77	\$869,733.77	\$893,281.12			\$8,096,576.00	\$8,118,576.00	\$8,122,676.00	\$8,130,797.64	\$8,189,748.82	\$140,451.04		\$2,399,800.00	\$2,453,300.00
Date of	Approval	1/24/02	1/24/02	1/24/02	1/24/02	1/24/02	6/14/02	6/14/02	6/14/02	10/21/02	10/21/02	10/21/02	10/21/02	10/21/02	11/12/02	11/12/02	12/6/02	12/6/02	01/21/03	01/21/03	01/28/03				12/29/04	12/27/04	_		2/10/05	8/10/99			10/24/01
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	Project	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Espanola Way	Fire Station #2	Fire Station #2	Fire Station #2	Fire Station #2	Fire Station #2	Fisher Park		Flamingo Pool	Flamingo Pool

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### General Obligation Bond Oversight Committee Contingency Report - June 2005

	Purpose	Add Alternate # 2 - Sunburst Fence (originally anticipated)	Delete 3 lifeguard chairs and substitute pool coating	Credit for using existing portion of sanitary sewer lines	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for	structural stability. installation of Spray Deck, included as Add Alternate,	requested by Parks (originally anticipated)	niskaliatori of interior signage, taken non signage allowance (originally anticipated)	furnish/install anchors for swim lines, install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system		Removal of Shade Pavilion from Scope of Services (at	City's request) Removal of concrete slab at Island View tot lot, upgrade	to galvanized steel fencing with electrostatic paint	Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems	Time extension due to delay of construction start to	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems	Replace underground pipe for electric service to 2	existing lights Removal of Basketball Court & restoration of area	Change elevation to drainage structures and pipes.	Credit for use of a less expensive water pipe material.	Use of a different material and type for all curb and outter inlet frames and grates.	Additional 2" layer of asphalt requested by the Public Works Dept	Credit for reduced drainage well depth.	Resolution of a conflict with a water main pipe at Rue	Additional days for document discrepancies.	Additional rain delay. Delay due to FDOT lane closure permit.
# of	Days			٩-	+15	+10	c		+24						+45	0		0	80		7	τυ ,		2	4	16
Contract Amount Remaining to	be Paid								ι <del>છ</del>							· •		ر ج								
% of Project Complete	(approx.)	40%	40%	%08	%08						20%	30%		75%	75%	%06		36%	35%	35%	35%	40%	40%	40%	40%	40%
Remaining	Contingency	\$157,009.52	\$165,689.52	\$176,935.92	\$139,432.27	\$85,432.27	\$85 432 27	, A. A. C. C. C. A.	\$67,557.85		\$62,348.00	\$28,268.18		\$19,564.52	\$19,564.52	\$13,428.52		\$8,703.16	\$117,078.00	\$117,834.00	\$113,877.00	\$95,637.00	\$99,637.00	\$94,581.00	\$94,581.00	\$94,581.00 \$94,581.00
Revised Contract		\$2,536,270.48	\$2,527,590.48		\$2,553,847.73	\$2,607,847.73	\$2 612 112 21		\$2,629,986.63		\$94,123.48	\$124,183.48		\$132,887.14	\$132,887.14	\$139,023.14	\$193,829.27	\$197,873.31	\$1,375,526.00	\$1,374,770.00	\$1,378,727.00	\$1,396,967.00	\$1,392,967.00	\$1,398,023.00	\$1,398,023.00	\$1,398,023.00 \$1,398,023.00
Change Order	Amount	\$62,800.00	(\$8,680.00)	(\$11,246.40) \$2,	\$37,503.65	\$54,000.00	\$4 264 48		\$17,874.42		(\$29,330.00)	\$30,060.00		\$8,703.66	\$0.00	\$6,136.00	\$1,775.79	\$4,044.04		_		\$18,240.00	$\overline{}$	\$5,056.00	\$0.00	\$0.00
Original Contract	Amount	\$2,473,470.48	\$2,536,270.48	\$2,527,590.48	\$2,516,344.08	\$2,553,847.73	\$2 607 847 73	0	\$2,612,112.21		\$123,453.48	\$94,123.48		\$124,183.48	\$132,887.14	\$132,887.14	\$192,053.48	\$193,829.27	\$1,356,913.00	\$1,375,526.00	\$1,374,770.00	\$1,378,727.00	\$1,396,967.00	\$1,392,967.00	\$1,398,023.00	\$1,398,023.00 \$1,398,023.00
Date of	Approval			2/19/02	2/19/02	4/2/02	4/8/02	100	4/30/02		1/9/02	1/28/02		3/1/02	3/1/02	5/15/02	8/4/99	12/29/99			5/19/03	7/24/03		7/24/03	1 1	7/24/03
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	Project	Flamingo Pool	Flamingo Pool	Flamingo Pool	Flamingo Pool	Flamingo Pool	Flamingo Pool		Flamingo Pool	Group A & B Dorke	Island View Park -	All Parks		All Parks	All Parks	Crespi Park	Island View Park	Island View Park	Marseilles Drive	Marseilles Drive	Marseilles Drive	Marseilles Drive	Marseilles Drive	Marseilles Drive	Marseilles Drive	Marseilles Drive

### General Obligation Bond Oversight Committee Contingency Report - June 2005

		Original		Revised		Project	Amount	
# 00	Date of Approval	Contract	Change Order Amount	Contract	Remaining Contingency	Complete (approx.)	의	#of Purpose
9		₹,	\$17,200.00	\$1,415,223.00	\$77,381.00	25%		Re-routing of water mair Notre Dame to avoid co storm sewer pipe.
7	8/12/03	\$1,415,223.00	\$3,802.00	\$1,419,025.00	\$73,579.00	25%		2 Replacement of existing sanitary sewer pipe at Bay Drive and Marseille.
12	8/12/03	\$1,419,025.00	\$6,080.00	\$1,425,105.00	\$67,499.00	25%		O Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.
13	8/12/03	\$1,425,105.00	\$6,080.00	\$1,431,185.00	\$61,419.00	25%		O Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.
4	8/12/03	\$1,431,185.00	\$2,622.00	\$1,433,807.00	\$58,797.00	25%		6 Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.
15	8/12/03	\$1,433,807.00	\$1,437.00	\$1,435,244.00	\$57,360.00	25%		Added traffic control loop at Rue Versailles and Normandy Drive.
9	8/12/03	\$1,435,244.00	\$5,060.00	\$1,440,304.00	\$52,300.00	%99		5 Existing tree removal at Rue Notre dame due to line of sight
17	8/12/03			\$	\$47,687.00	25%		
18	12/19/03	\$1,444,917.00	\$1,320.00	\$1,	\$46,367.00	85%		
9	12/19/03			\$1,446,237.00	\$46,367.00	85%		This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
20	12/19/03	\$1,446,237.00	(\$179.00)		\$46,546.00	85%		0 Credit for replacing 1#5 Re-Bar wit a # 3 Re-Bar.
2	12/19/03		\$11,539.75	\$1,457,597.75	\$35,006.25	85%		10 Re-Construct Rue Versailles to conform revised elevations.
22	12/19/03	\$1,457,597.75	\$21,793.75	\$1,479,391.50	\$13,212.50	85%		38 To install new drainage system along Marseille Drive, Labor and equipment
23	12/19/03	\$1,479,391.50	\$3,474.00	\$1,482,865.50	\$9,738.50	85%		O To install new drainage system along Marseille Drive, material.
24	12/19/03	\$1,482,865.50	(\$438.00)	\$1,482,427.50	\$10,176.50	85%		O Credit to the CMB for 2-1/2" water meter of Irrigation system.
25	12/19/03	\$1,482,427.50	\$1,716.00	\$1,484,143.50	\$8,460.50	85%		3 Installation of irrigation main line from STA 7+00 to STA 8+10
76	12/19/03	\$1,484,143.50	\$0.00	\$1,484,143.50	\$8,460.50	85%		2 16" water main tied in, Change Order for 2 additional days only.
27	1/7/04	\$1,484,144.75	(\$11,796.00)	\$	\$20,256.50	%06		Deleted work at Cul-De-Sac of Rue Notre Dame.
28	1/7/04	\$1,472,348.40	(\$5,534.50)	5	\$25,791.00	%06		
53	1//04	\$1,466,813.90	(\$1,055.00) \$ 1		\$26,846.00	%06		O Deleted Landscape work at Rue Notre Dame & N. Drive.
30	1/7/04	\$ 1,465.758.90	\$400.00 \$1		\$26,446.00	%06		1 Additional Sidewalk at East side of R. Notre Dame & N. Drive.
31	1/7/04	\$1,465,358.90	\$622.00 \$1		\$25,784.00	%06		
33	1/7/04	\$1,466,820.90	\$495.00 \$1	\$1,467,315.90	\$25,289.00	%06		
33	1///04	\$1,467,315.90		ું સ	\$25,289.00	%06		
85 4	1///04	\$1,467,315.90	\$550.00	\$1,467,865.90	\$24,739.00	%06		2 Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
32	1/7/04	\$1,467,865.90	\$0.00	\$1,467,865.90	\$24,739.00	%06		6 Additional Time for the Last Lift of Asphalt along Marseille.
99	1/7/04	\$1,467,865.90	\$3,057.00	\$1,470,922.90	\$21,682.00	95%	\$159,614.97	Modification to Service Track plus installation of Electric Meter Can

## General Obligation Bond Oversight Committee Contingency Report - June 2005

		Removal of FPL	relocation of County		system and concrete value engineering	o negotiations related with	additions to contract.	nolish & disposal existing lation, Changes along deck	due to expired pool permits	d primary and secondary location of FPL electrical	lition of collector tank and	er fence, landscaping and roject.	disting vita course scope)	ee locations under the	d guard house and along allow a smoother	addition of 1" of asphalt s a means of reinforcing raffic	efective asphalt.	e and identify	es and selected	eter services for the
Gaodrid	Second In L	Reimbursement for payment for Removal of FPL facilities from Pool Building	Time delay related to waiting for relocation of County and FDOT facilities	Additional work to dig test pits	To reinstate the piling foundation system and concrete deck previously removed during value engineering	Approved additional 102 days due to negotiations related with the pool deck.	P&R Requested modifications and additions to contract.	To install additional floor drains, Demolish & disposal existing Playground, installing P.V.C. for irrigation, Changes along deck level.	Additional 53 days to Contract time due to expired pool permits plan re-processing.	Installation of additional underground primary and secondary electrical conduits and wiring and relocation of FPL electrical transformer.	Revisions to structural scope by addition of collector tank and extension of the pool pump room.	Removal of Scope of Work: perimeter fence, landscaping and irrigation on the park portion of the Project.	Demolish and dispose two (2) existing vita course stations (not included in original scope)	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic	Credit for 7,440 square feet of defective asphalt.	To hire a locator service to locate and identify underground utilities	To dispose of sports lighting poles and selected foundations (Park Portion)	To provide separate electrical meter services for the
# of	Days	0	84	0	0	102	15	0	53	0	ω	-10	0	0	0	0	0			
Contract Amount Remaining to	מפרמום											\$1,214,304.14					٠ س			
% of Project Complete	Iappiov.	0.05%	0.05%	0.05%	1.00%	25%	35%	35%		47%	47%	47%	25%	28%	30%	30%	100%	3%	2%	2%
Remaining Contingency	Continuation	\$218,004.00	\$218,004.00	\$216,926.00	\$37,926.00	\$37,926.00	\$37,926.00	\$37,926.00	\$37,926.00	\$25,605.59	\$13,335.25	\$157,085.25	\$40,265.00	\$38,788.00	\$36,145.29	\$35,946.26	\$42,716.66	\$307,168.00	\$302,688.00	\$290,602.00
Revised Contract	inolit	\$2,265,708.00	\$2,265,708.00	\$2,266,786.00	\$2,445,786.00	\$2,445,786.00	\$2,461,650.98	\$2,485,139.73	\$2,485,139.73	\$2,497,460.14	\$2,509,730.48	\$2,365,980.48	\$361,951.00	\$363,428.00	\$366,070.71	\$366,269.74	\$359,499.34	\$5,665,357.00	\$5,669,837.00	\$5,681,923.00
Change Order	TINOIII I	\$1,708.00	\$0.00	\$1,078.00	\$179,000.00	\$0.00	\$15,864.98	\$23,488.75	\$0.00	\$12,320.41	\$12,270.34	(\$143,750.00)	\$300.00	\$1,477.00	\$2,642.71	\$199.03	(\$6,770.40)	\$6,000.00	\$4,480.00	\$12,086.00
Original Contract	TINGING	\$2,264,000.00	\$2,265,708.00	\$2,265,708.00	\$2,266,786.00	\$2,445,786.00	\$2,445,786.00	\$2,461,650.98	\$2,485,139.73	\$2,485,139.73	\$2,497,460.14	\$2,509,730.48	\$361,651.00	\$361,951.00	\$363,428.00	\$366,070.71	\$366,269.74	\$5,659,357.00	\$5,665,357.00	\$5,669,837.00
Date of Approval		9/10/02	9/10/02	3/10/03	12/10/02	10/7/03	12/3/03	1/14/04	3/8/04	3/8/04	4/8/04	4/22/04	10/15/02	10/28/02	11/14/02	11/14/02	5/19/03	4/11/02	4/29/02	4/29/02
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Project	200	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	Normandy Isle Park and Pool	North Shore Open Space Park - Phase II	North Shore Open Space Park - Phase II	North Shore Open Space Park - Phase II	North Shore Open Space Park - Phase II	North Shore Open Space Park - Phase II	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center

### General Obligation Bond Oversight Committee Contingency Report - June 2005

	Purpose	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.	To provide 6 storm drain retention tanks to meet DEP requirements.	To relocate the and upgrade the existing FPL Transformer	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund	Cost for stand alone fire alarm system for Tennis Center (\$7,830), credit for changes to main sewer line (-\$2.027.52), and raising top of footing elevation at Youth Center and Gymnasium (-\$4.400)	Additional exit signs for Tennis Center (\$1,857) and reconfiguration of storm drainage system (9,590)	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court	Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall	Funding Added by Parks and Recreation for Change Orders	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-\$1,290; 2. Inclusion of Value Eng. Item 16R-\$17,754; 3. Exterior paint color sample -\$237; 4. Removal of trees \$1,881,25; 5. Additional 4" roof drain-\$1,616; 6. Tennis court irrigation line \$3,773; 7. Additional roof insulation-\$1,773,75; 8. Two(2) 2" PVC Duct Bank-\$2,138,60	1.Drop ceiling in Tennis Center- \$748; 2. Provision of access ladder to access the roof \$3,33; 3. Construction of 4 dugouts-\$57,502; 4. Installation of additional strobe lights- \$4,881. Additional 20 days was granted for construction of dugouts.
*	Days	0	0	0	0	24	0	108	0	0			0	20
Contract Amount Domaining 45	be Paid					,								
% of Project	(approx.)	11%	11%	15%	18%	30%	38%	%09	%09	20%	55%		75%	75%
o car	Contingency	\$290,602.00	\$290,602.00	\$228,637.00	\$207,561.00	\$196,622.00	\$196,622.00	\$195,219.00	\$183,772.00	\$155,224.00	\$148,952.00	\$187,542.00	\$157,078.00	\$90,614.00
Revised		\$5,771,699.00	\$6,093,225.00	\$6,155,190.00	\$6,176,266.00	\$6,187,205.00	\$6,226,077.00	\$6,227,480.00	\$6,238,927.00	\$6,267,475.00	\$6,273,747.00		\$6,304,211.00	\$6,370,675.00
Change Order	Amount	\$89,776.00	\$321,526.00	\$61,965.00	\$21,076.00	\$10,939.00	\$38,872.00	\$1,403.00	\$11,447.00	\$28,548.00	\$6,272.00	(\$38,590.00)	\$30,464.00	\$66,464.00
Original	Amount	\$5,681,923.00	\$5,771,699.00	\$6,093,225.00	\$6,155,190.00	\$6,176,266.00	\$6,187,205.00	\$6,226,077.00	\$6,227,480.00	\$6,238,927.00	\$6,267,475.00		\$6,273,747.00	\$6,304,211.00
Date of	· 🔍	8/5/02	8/5/02	8/9/02	8/21/02	10/24/02	11/13/02	1/8/03	1/8/03	1/8/03	2/14/03		5/19/03	6/10/03
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	Project	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center	North Shore Park and Youth Center

### General Obligation Bond Oversight Committee Contingency Report - June 2005

							% of	Contract		
		Date of	Contract	Change Order	Contract	Remaining	Project Complete	Amount Remaining to	# of	
Project	# 8	~1	Amount	Amount	Amount	Contingency	(approx.)		Days	Purpose
North Shore Park and	16	7/15/03	\$6,370,675.00	\$24,045.00	\$6,394,720.00	\$66,569.00	75%		31	1. Relocation of 2 light poles at the Tennis Center
Youth Center										\$12,220 - 2. Addition of 6 area drains on the north side
										of the Tennis court area to introduce an underground
North Shore Park and	17	7/15/03	\$6.394.720.00	\$7,750.00	\$6.402.470.00	\$58.819.00	75%		9	1. Sidewalk addition to provide access to the entry
Youth Center							2			ramps south of the building - \$7.075; 2. Addition of
										sprinkler heads requested by Fire Inspector - \$1,753; 3.
						¥				
										(\$1.078). Contract time will be increased 10 days for
										Phase 3 and 31 days for Phase 2.
North Shore Park and	8	8/25/03	\$6,402,470.00	\$6,219.00	\$6,408,689.00	\$52,600.00	85%		0	Four picket gates at North and South Entrances not
Youth Center										shown on contract documents.
North Shore Park and	19	8/25/03	\$6,408,689.00	\$19,298.00	\$6,427,987.00	\$33,302.00	85%		0	Install two rain water scuppers and additional roofing at
Youth Center						-				West Entrance. Enclosure of ductwork a gymnasium.
0									ľ	
North Shore Park and				(\$102,750.00)		\$136,052.00				Funding Added by Parks and Recreation for Change
Toutil Celifei	0	,0,00,1	00 100 100		1,7				-	Orders
North Shore Park and	22	4/23/04	\$6,427,987.00	\$17,541.00	\$6,445,528.00	\$118,511.00	%56		162	Credit for Underground Utility Exploration from CO #1 (-
Youth Center							-		-	\$5,760.00), Provide a 4"diam. Water meter
									_	(\$14,420.00), Additional Fire Alarm devices as required
										by Fire Inspection (\$3,413.00), Sign for South Entrance
										(\$991.00), Removal of trees from West baseball field
										(\$3,210.00). Additional 162 day time extension for
										Phase I only. Net Current Days are for Phase I: 320,
										Phase II: 61, and Phase III: 60.
North Shore Park and	7	4/23/04	\$6,445,528.00	\$21,065.00	\$6,466,593.00	\$97,446.00	%56	\$ 794,688.00	<u>ਦ</u>	Interior Paint at Stair 2 (\$1,393.87), Temporary Power
Youth Center		_								Reimbursement to GC (\$4,286.39), Additional fire
								-		Sprinkler Valve for Elevator Shaft (\$1,013.73), Electrical
										Service SE Field Water Fountain (\$1,902.01), Street
										Cuts North Entrance (\$4,701.33), Water Fountain
										Backflow Valve (\$636.69), Landscape Credit (-
										\$1,841.00), Single Phase 220V for Elevator
									_	(\$1,597.72), Restroom Vanities Counter Supports
		_								(\$1,454.48), Water Fountain ADA Compliance
										(\$1,491.69). Job Site Security during FTAA as
									_	requested by City (\$4,428.00).
North Shore Park and Youth Center		5/26/04		(\$120,000.00)		\$217,446.00				City Commission Added \$120,000 in funding for Change Orders

## General Obligation Bond Oversight Committee Contingency Report - June 2005

							% of	Contract		
		,	Original	i	Revised		Project	Amount		
Project	# 00	Approval	Contract	Change Order	Contract	Confingency	Complete (annual)	Remaining to	# Of	Gurnea
North Shore Park and Youth Center	22		99	\$127,087.00	\$6,593,680.00	\$90,359.00	98%	\$ 329,684.20	0	Influence due to Building Department inspections required for Final CO and Owner's Punch List: Electrical (\$1,785), Irrigation breaker (\$363), Baseball Field Maintenance Gates (\$1,274), Elevator Room's Electrical and Fire Protection changes (\$29,927), Supervision fees (\$27,360), Performance Bond (\$18,230), Changes to West Plaza (\$14,046), Bracing at Shower Stalls (\$4,176), Additional Roof Scuppers and dampers (\$5,062), Wood thresholds (\$2,347), HVAC Mold Test (\$1,300), Glass railing at Teen's Room (\$9,922), Shuffle Board Permit Processing fee (\$1,598), Various items at Gym, including metal shields, wood nosing, paint, additional fire alarm devices (\$9,697).
North Shore Park and Youth Center	23	10/6/04	\$6,593,680.00	\$11,942.00	\$6,605,622.00	\$78,417.00	%88 6	\$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List. Additional overflow roof scuppers (\$3,580.50), Installation of safe boxes (\$630.00), Additional Gates at North Baseball Field (\$1,239.50), Window Testing at Storefronts (\$1,182.00), and Elect/Mech Changes to Mech. Room 136 (\$5,310.00).
Scott Rakow Youth Center		1/16/02	\$2,845,700.00	\$47,300.00	\$2,893,000.00	\$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	\$0.00	\$0.00	\$0.00	\$0.00	%0		0	VOIDED
Scott Rakow Youth Center	ო	2/19/02	\$2,893,000.00	\$0.00	\$2,893,000.00	\$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	\$2,893,000.00	(\$36,008.00)	\$2,856,992.00	\$0.00	20%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	က	5/21/02	\$2,856,992.00	\$29,700.00	\$2,886,692.00	\$250,000.00	%09		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	ဖ	9/24/02	\$2,886,692.00	\$36,008.00	\$2,922,700.00	\$213,992.00	%02		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	_	9/24/02	\$2,922,700.00	\$160,594.77	\$3,083,294.77	\$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
er w	ω	11/8/02	\$3,083,294.77	\$9,306.25	\$3,092,601.02	\$4,166.00 *	%08		0	Installation of louvered door at mechanical room
* Specific costs were paid out of a change order to the Contractor	oaid ou ontrac	t of project tor.	contingency to F	PL, Bell South, Pt	SI Geotechnical,	Threshold Inspe	ector. These	costs were not	oaid th	Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical, Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of change order to the Contractor.

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Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

### General Obligation Bond Oversight Committee Contingency Report - June 2005

						J 70 /0	10017110	
 	Date of	Original Contract	Change Order	Revised Contract	Remaining	Project Complete	Amount Remaining to # of	
 # 00	Approval	Amount	Amount	Amount	Contingency	(approx.)	be Paid Days	Purpose
 ი	1/8/03	\$3,092,601.02	(\$21,016.08)	\$3,071,584.94	\$25,182.08	85%	0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
9	1/8/03	\$3,071,584.94	\$11,844.81	\$3,083,429.75	\$13,337.27	85%	0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
 -	2/25/03	\$3,083,429.75	\$2,950.11	\$3,086,379.86	\$110,387.16	85%	0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. \$100,000 was added to the project contingency.
12	4/4/03	\$3,086,379.86	\$10,406.70	\$3,096,786.56	\$99,980.46	. 85%	0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
<u>6</u>	6/30/03	\$3,096,786.56	\$39,860.58	\$3,136,647.14	\$60,119.88	%06	0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
4	8/7/03	\$3,136,647.14	(\$4,500.00)	(\$4,500.00) \$3,132,147.14	\$64,619.88	%06	\$580,162.93 0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
-	2/23/00	\$341,518.36	\$50,987.25	\$392,505.61				new basketball court (originally anticipated)
7	2/23/00	\$392,505.61	\$33,012.05	\$425,517.66	\$4,477.89	81%		sports and security lighting (originally anticipated)
3	11/1/01	\$425,517.66	(\$1,800.00)	\$423,717.66	\$6,277.89	100%	- \$	Contractor's portion of Safety Surface Installation

### CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### **Condensed Title:**

A Resolution Authorizing The Mayor And City Clerk To Execute A Lease Agreement Between The City And Miami World Theater, Inc., A Not-For-Profit Cultural Entity, For Use Of 2690 Square Feet Of Office Space In The City-Owned 1701 Meridian Avenue Building, For A 6 Month Term, Retroactively Commencing On July 1, 2005, And Ending On December 31, 2005.

### Issue:

Shall the Mayor and City Commission approve the lease agreement?

### Item Summary/Recommendation:

The Tourism and Cultural Development Department was recently approached by Miami World Theater, Inc. (MWT), a not-for-profit organization, asking for the temporary office space during the preparation and launching of their upcoming North American edition of the Caracas International Theater Festival, in existence for 30 years, and is among the 5 best festivals in the world and considered the most important in South America. The Festival is scheduled to be held from Friday, October 7, 2005 to Sunday, October 16, 2005 at the Jackie Gleason and Byron/Carlyle Theaters, Lummus and Collins Parks, and Lincoln Road. The Festival would serve to promote the City as a cultural destination similar to Art Basel Miami Beach, and will showcase theater companies from around the world, as well as the United States, and includes shows for adults and young audiences, with some performances offered for free and open to all residents. The City Administration and MWT negotiated a short term Lease, as summarized below:

- Term: 6 months, retroactively commencing on July 1, 2005 and ending on December 31, 2005
- Rent: MWT will pay the City a share of the building's operating expenses, which will offset costs incurred by the City, including common area maintenance, real estate taxes, and insurance.
- Demised Premises: Use of Suites 401/403 (approximately 2,690 sq.ft. of office space)

Provisions of the Lease are similar to those previously approved and currently in place with Florida Dance Association, Children's Cultural Coalition, and Arts and Business Council. Due to the short term nature of the Lease, Sections 82-36 to 82-40 (Shapiro Ordinance) which governs the lease of public property for more than one year, are not applicable. In keeping with City's desire to continue to cultivate and enrich its status as a cultural arts destination, supporting MWT by providing office space would be in the City's best interest.

The Administration recommends the approval of the lease agreement.

### Advisory Board Recommendation:

N/A

### Financial Information:

Source of	Amount Account Approv	/ed
Funds:		
	2	
	3	
	4	
Finance Dept.	Total	

City Clerk's Office Legislative Tracking:

Jose Damien

Sign-Offs:

Department Direct	tor Assistant City Ma	nager City Manager
1	Assistant City Ma	Trager City Warrager
1 Was	W.	10th for JMG
EXPONENTIAL LABORET TO AT	AL CARL MANAGER DE THE ATERNAL	

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AGENDA ITEM <u>C7A</u>

DATE 7-6-05

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.ci.miami-beach.fl.us



### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND MIAMI WORLD THEATER, INC., A NOTFOR-PROFIT CULTURAL ENTITY, FOR THE USE OF APPROXIMATELY 2690 SQUARE FEET OF OFFICE SPACE IN SUITES 401 AND 403 OF THE CITY-OWNED BUILDING, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA; FOR A TERM OF SIX (6) MONTHS, RETROACTIVELY COMMENCING ON JULY 1, 2005, AND ENDING ON DECEMBER 31, 2005.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### **ANALYSIS**

The Tourism and Cultural Development Department was recently approached by festival organizers from Miami World Theater, Inc. (MWT), a not-for-profit organization, asking for the City's consideration in providing them with temporary office space during the preparation and launching of their upcoming North American edition of the Caracas International Theater Festival (Festival). The Caracas Festival has been in existence for 30 years and is among the five best theater festivals in the world and considered the most important in South America. In 2002 the Caracas International Theater Festival won the San Marcos Silver Lion, the top award given by the Fundazione Internazionale di Venezia, to foreign performing art interpretations and to the highest quality life show.

The Festival is scheduled to be held over a two week period from Friday, October 7, 2005 to Sunday, October 16, 2005 at venues which include the Jackie Gleason Theater, Byron/Carlyle Theater, Lummus Park, Collins Park and Lincoln Road, and MWT and City staff continue to work to finalize arrangements for same. The Festival will also serve to, and continue to promote the City of Miami Beach as a cultural destination similar to Art Basel Miami Beach. The Festival will showcase theater companies from Israel, Brazil, Canada, France, Australia, Slovenia, as well as the United States, and will include shows for adults and young audiences, with some of the performances offered for free and open to all of our residents.

The City Administration has met with representatives of MWT and negotiated and agreed to the terms and conditions of a short term Lease Agreement, as summarized below:

- <u>Demised Premises</u>: Use of Suites 401 and 403, totaling approximately 2,690 square feet of office space
- <u>Term:</u> six (6) months, retroactively commencing on July 1, 2005 and ending on December 31, 2005
- Rent: MWT will pay the City a share of the building's operating expenses, which will
  offset costs incurred by the City, including common area maintenance, real estate
  taxes, and insurance, which totals \$1,500 per month, and equivalent to an
  annualized per square foot rate of \$6.69.

Provisions of the Lease Agreement are on par with those lease agreements previously approved by the Mayor and City Commission, and currently in place with other cultural organizations, such as Florida Dance Association, Children's Cultural Coalition, and Arts and Business Council. Collectively these cultural entities pay a rate of \$7.43 per square foot annually to offset operating costs.

Due to the short term nature (six month term, with no option to renew) of the Lease Agreement, the provisions of Section 82-36 through 82-40 (a/k/a Shapiro Ordinance) of the City Code (which governs the sale or lease of public property for terms of more than one year) are not applicable.

In keeping with City's desire to continue to diversify, cultivate and enrich its status as a cultural arts destination, the Administration deems that supporting MWT, and its Festival, by providing office space in accordance with the terms of the Lease Agreement, would be in the City's best interest.

Therefore, the Administration recommends that the Mayor and City Commission, authorize the Mayor and City Clerk to execute the attached Lease Agreement between the City of Miami Beach and Miami World Theater, Inc., for the use of approximately 2,690 square feet of office space in Suites 401 and 403 of the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida, for a term of six (6) months, retroactively commencing on July 1, 2005, and ending on December 31, 2005.

### JMG\TH\JD\rd

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<sup>&</sup>lt;sup>1</sup> Due to times constraints associated with MWT's festival preparation schedules and operations, a request for access to the Leased Premises prior to formal City Commission action was requested, and may be granted upon execution of the Lease Agreement by MWT.

RESOLUTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND MIAMI WORLD THEATER, INC., A NOTFOR-PROFIT CULTURAL ENTITY, FOR THE USE OF APPROXIMATELY 2690 SQUARE FEET OF OFFICE SPACE IN SUITES 401 AND 403 OF THE CITY-OWNED BUILDING, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA, FOR A TERM OF SIX (6) MONTHS, RETROACTIVELY COMMENCING ON JULY 1, 2005, AND ENDING ON DECEMBER 31, 2005

WHEREAS, the City's Tourism and Cultural Development Department was recently approached by festival organizers from Miami World Theater, Inc., a not-for-profit organization, seeking temporary office space during the preparation and launching of their upcoming North American edition of the Caracas International Theater Festival; and

WHEREAS, the Caracas Festival has been in existence for 30 years and is among the five best theater festivals in the world and considered the most important in South America; and

WHEREAS, in 2002, the Caracas Festival won the San Marcos Silver Lion, the top award given by the Fundazione Internazionale di Venezia, to foreign performing art interpretations and to the highest quality life show; and

WHEREAS, the launching of the North American Festival is scheduled to be held on Miami Beach over a two week period, from October 7, 2005, to October 16, 2005, at venues including the Jackie Gleason Theater, Byron/Carlyle Theater, Lummus Park, Collins Park and Lincoln Road; and

WHEREAS, the launching of the North American Festival on Miami Beach will also serve to continue to promote the City as a cultural destination similar to Art Basel Miami Beach, and will showcase theater companies from Israel, Brazil, Canada, France, Australia, Slovenia, as well as the United States; and

WHEREAS, the City and Miami World Theater have negotiated and agreed to the terms and conditions of a short term (6 month) Lease Agreement, retroactively commencing on July 1, 2005 and ending on December 31, 2005, with Miami World Theater paying its share of the building's operating expenses, including common area maintenance, real estate taxes, and insurance, for the use of Suites 401 and 403, at the City-owned building located at 1701 Meridian Avenue, Miami Beach, Florida; and

WHEREAS, the City has been leasing office space to Florida Dance Association, Inc., Arts and Business Council of Miami, Inc., and Children's Cultural Coalition of Dade County, Inc., respectively under similar terms and conditions; and

**WHEREAS,** in keeping with City's desire to continue to diversify, cultivate and enrich its status as a cultural arts destination, supporting Miami World Theater, and its Festival by providing office space in accordance with the terms of the Lease Agreement, is deemed to be in the City's best interest.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby authorize the Mayor and City Clerk to execute a Lease Agreement by and between the City and Miami World Theater, Inc., a not-for-profit cultural entity, for the use of approximately 2690 square feet of office space in Suites 401 and 403 of the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida; for a term of six (6) months, retroactively commencing on July 1, 2005, and ending on December 31, 2005.

PASSED and ADOP	TED this	_ day of	, 2005.
ATTEST:			
CITY CLERK		-	MAYOR
JMG\TH\JD\rd			
			APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
		1	11 1AD WI - 6-22-CC

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### LEASE AGREEMENT

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and MIAMI WORLD THEATER, INC., a Florida not-for-profit corporation, (hereinafter referred to as "Tenant").

### 1. Demised Premises.

Landlord, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the Landlord, those certain premises hereinafter referred to as the "Demised Premises", located in the City of Miami Beach, 1701 Meridian Avenue (a.k.a. 777-17<sup>th</sup> Street), Miami Beach, Florida 33139, and more fully described as follows:

Demised Premises shall include Suite 401 (approximately 1,440 square feet) and Suite 403 (approximately 1,250 square feet) for a revised total of 2,690 square feet of leased space all within the Property located at 1701 Meridian Avenue (a/k/a 777 – 17<sup>th</sup> Street) Miami Beach, Florida 33139. Demised Premises are specified in "Exhibit A", which is hereby made a part of this Lease Agreement.

### 2. Term.

2.1. The Tenant shall be entitled to have and to hold the Demised Premises for a term of six (6) months, commencing on the 1st day of July, 2005 (Commencement Date), and ending on the 31st day of December, 2005.

### 3. Rent.

### 3.1 Base Rent:

Base Rent for the Demised Premises shall begin to accrue on **July 1, 2005** (the Commencement Date), and shall be based upon a total leasable space of **2,690 square feet**.

- 3.1.1 Base Rent for the Demised Premises, for the Term provided herein, shall total one dollar (\$1.00), payable in monthly installments of sixteen cents (\$0.16).
- 3.1.2 Base Rent shall be due and payable on the first day of each month throughout the term herein.

### 3.2 Additional Rent:

In addition to the monthly Base Rent, as set forth in Section 3.1, commencing on July 1, 2005, and thereafter due and payable on the first day

of each month throughout the Term herein, Tenant shall also pay to Landlord the monthly **Additional Rent** as provided below:

3.2.1 Operating Expenses: Tenant shall pay Landlord one thousand eighty dollars and forty-three cents (\$1,080.43) per month, towards "Operating Expenses" which are defined as follows:

"Operating Expenses" shall mean the total cost and expenses incurred by Landlord in operating, repairing, and maintaining the Common Facilities (hereinafter defined) actually used, or the Common Facilities (hereinafter defined) available for use by the Tenant and its employees, agents, servants, customers and invitees, excluding only the items included within the Base Rent amount.

"Common Facilities" shall mean all areas, space, equipment and special services, including without limitation, water service to the building, sewer service to the building, trash removal from the building, costs incurred for gardening and landscaping, repairing and maintaining elevator(s), painting, janitorial services (except for areas within the Demised Premises), lighting, cleaning, striping, policing, removing garbage and other refuse and trash, removing ice and snow, repairing and maintaining sprinkler systems, water pipes, air-conditioning systems, temperature control systems, and security systems, fire alarm repair and maintenance and other equipment in the common areas and the exterior and structural portions of the building, paving and repairing, patching and maintaining the parking areas and walkways, and cleaning adjacent areas, management fees and the Landlord's employment expenses to employees furnishing and rendering any services to the common areas, together with an additional administration charge equal to fifteen percent (15%) of all other expenses included in the annual common area expenses, provided by the Landlord for the common or joint use and/or benefit of the occupants of 777-17<sup>th</sup> Street, their employees, agents, servants, customers and other invitees.

Tenant agrees and understands that the costs incurred by the Landlord for Operating Expenses may increase or decrease, and as such the Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

### 3.2.2 <u>Property Taxes</u>:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11. The Property Tax Payment for 2005 is estimated at two hundred sixty-two dollars and twenty-six cents (\$262.26) per month.

### 3.2.3 Insurance:

Tenant shall pay to Landlord **one hundred fifty-seven dollars** and fifteen cents (\$157.15) per month, toward estimated insurance costs incurred by Landlord (Landlord's Insurance) to insure the whole of the building and property at 777-17<sup>th</sup> Street. The preceding insurance coverage is in addition to the insurance required pursuant to Section 10, which shall be obtained at Tenant's sole cost and expense.

### 3.3 <u>Scheduled Annual Rent Increases:</u> INTENTIONALLY OMMITTED

### 3.4 Sales Tax:

Concurrent with the payment of the monthly installment of Base Rent and Additional Rent provided herein, the Tenant shall also include any and all additional sums for all applicable sales and use tax, as now, or hereafter be prescribed by State, Federal or local law, and now described by Florida Statute 212.031, presently at the rate of seven (7%) percent of the rental payments.

### 4. <u>Location for Payments</u>.

All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach Finance Department c/o Revenue Supervisor 1700 Convention Center Drive Miami Beach, Florida 33139

### 5. Parking.

Tenant may request, from the City's Parking Department, the use of parking space(s), if available, at Municipal Parking Garage 2-G located on 17<sup>th</sup> Street and Meridian Court. Rates for said space(s) are subject to change, and are currently \$60.00 per month, plus applicable sales and use tax per space.

### 6. <u>Security Deposit</u>. INTENTIONALLY OMITTED.

### 7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant solely as office space for Miami World Theater's operations in connection to its Miami World Theater Festival scheduled for October 2005. Said Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being from 6:00 A.M. to 6:00 P.M., seven days per week. These hours of operation may be extended daily, until 12:00 Midnight, at

Tenant's option. Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager, which approval shall not be unreasonably withheld. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the term of this Lease only for the above purposes, and for no other purposes or uses whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by public law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit waste on the Demised Premises, use the Demised Premises for any illegal purpose, or commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises for any purposes not expressly permitted herein, then the Landlord may declare this Lease in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.

### 8. <u>Improvements</u>.

- 8.1 Tenant shall, at its own cost and expense, construct or cause to be constructed, all improvements to the Demised Premises reasonably necessary for it to carry on its permitted use(s), as set forth above. The plans for such improvements shall be submitted to the Landlord for the Landlord's prior written consent, which will not be unreasonably withheld or delayed. All permanent (fixed) improvements to the Demised Premises shall remain the property of the Landlord upon termination of the Lease. Upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. The failure of Tenant to complete the improvements and be granted a Certificate of Occupancy within a reasonable time from the date of execution of this Lease shall be deemed a default by Tenant. Tenant will permit no liens to attach to the Demised Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to Landlord. Any and all permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.
- 8.2 The above requirements for submission of plans and the use of specific contractors shall not apply to maintenance or repairs which do not exceed \$1,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

### 8.3 INTENTIONALLY OMITTED

### 9. <u>Landlord's Right of Entry</u>.

- 9.1 The Landlord, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the Landlord may consider necessary and for the purpose of preventing fire, theft or vandalism. However, Landlord agrees that whenever possible, Landlord shall provide reasonable notice, in writing, to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by Landlord at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the Landlord to do any work that under any provisions of this Lease the Tenant may be required to perform, and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default.
- 9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the Landlord, or its agents, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the Landlord or such agents liable therefore.
- 9.3 Tenant shall furnish Landlord duplicate keys to all locks including exterior and interior doors upon the effective date of this Lease Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of Landlord, not to be unreasonably withheld, and in the event such consent is given Tenant shall furnish Landlord duplicate keys to said locks in advance of their installation.

### 10. Tenant's Insurance.

- 10.1 The Tenant shall, at its sole cost and expense, comply with all insurance requirements of the Landlord. It is agreed by the parties that the Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been furnished to and approved by the City's Risk Manager:
  - 10.1.1 Comprehensive General Liability in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach and the Miami Beach Redevelopment Agency must be named as additional insured parties on this policy.
  - 10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.
  - 10.1.3 All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade

fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of the Lease) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.

10.2 Proof of these coverages must be provided by submitting original certificates of insurance. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager at 1700 Convention Center Drive, Miami Beach, Florida, 33139. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

### 11. Property Taxes and Assessments.

For the purposes of this Section and other provisions of this Lease:

- 11.1 The term "Property Taxes" shall mean (i) the real estate taxes, assessments, and special assessments of any kind which may be imposed upon the tax lot on which the building is constructed (the "Land") and (ii) any expenses incurred by Landlord in obtaining a reduction of any such taxes or assessments.
- 11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1<sup>st</sup> of each year.
- 11.3 The term "Tenants Proportionate Share" shall mean the ratio that the square footage of the Demised Premises bears to the square footage of the leasable space in the entire building.
- Tenant shall pay, as Additional Rent pursuant to Section 3.2.2, for such 11.4 Property Tax Year an amount ("Property Tax Payment") equal to Tenant's Proportionate Share of the Property Taxes, if any, for such Property Tax Year. If a Property Tax Year ends after the expiration or termination of the term of this Lease, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Lease. The Property Tax Payment shall be payable by Tenant along with the rent on the first day of each month in accordance with the provisions of Section 3.3.2. The monthly Property Tax Payment shall be equivalent to 1/12<sup>th</sup> of the estimated yearly taxes, based on the previous year's actual taxes. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with Landlord's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to Landlord immediately upon receipt of request for said payment from the Landlord.

### 12. Assignment and Subletting.

- 12.1. Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of Landlord. Such written consent is not a matter of right and Landlord is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Lease. A sale or transfer of a majority interest of the stock of Tenant's corporate entity shall be deemed an assignment, and for purposes of this Lease Agreement, the Landlord shall have the right to approve the new majority owner. Said approval shall be provided in writing. A change in majority interest shall not be deemed to occur if ownership interests change among any of the Tenant's current shareholders. However, any such change in majority interest shall be communicated to the Landlord in writing immediately upon said occurrence. Tenant is prohibited from assigning or subletting this Lease to any person or entity which is not of the same or higher financial responsibility as Tenant, as shall be determined by Landlord, in its sole judgment and discretion.
- 12.2 Any consent by the Landlord to any act of assignment shall apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant or the legal representatives or assigns of the Tenant, to obtain from the Landlord consent to any other or subsequent assignment, or as modifying or limiting the rights of the Landlord under the foregoing covenants of the Tenant not to assign without such consent.
- 12.3 Any violation of the provisions of this Lease, whether by act or omissions, by assignee, sub-tenant, or under-tenant or occupant, shall be deemed a violation of such provision by the Tenant, it being the intention and meaning of the parties hereto, that the Tenant shall assume and be liable to the Landlord for any and all acts and omissions of any and all assignees, subtenants, or under-tenants or occupants. If the Lease be assigned, the Landlord may and is hereby empowered to collect rent from the assignee; if the Demised Premises or any part thereof be underlet or occupied by any person, other that the Tenant, the Landlord, in the event of the Tenant's default, may, and is hereby empowered to, collect rent from the under-tenant or occupants; in either of such events, the Landlord may apply the net amount received by it for rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance of the covenants herein contained on the part of the Tenant.

### 13. Maintenance and Repair.

13.1 Tenant shall maintain the Demised Premises and the fixtures and appurtenances therein, and at its sole cost and expense shall make all

repairs thereto as and when needed to preserve them in good working order and condition. Landlord shall be responsible for the maintenance of the roof, the exterior of the building, the structural electrical and plumbing (other than plumbing surrounding any sink within the Demised Premises), the common areas and the chilled water supply system. Landlord shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition. Tenant shall also be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken using glass of the same or better quality, at its sole cost and expense.

Tenant agrees and understands, that If Landlord provides a separate airconditioning unit for the Demised Premises, Landlord, at its sole discretion, Landlord may require that Tenant obtain, at any time during the Term of this Lease Agreement, and continuously maintain in good standing, at Tenant's expense, throughout the Term of the Lease Agreement, a maintenance and repair contract, approved by Landlord, with a service company previously approved in writing by Landlord, providing for the preventative maintenance and repair of all heating/ventilation/air-conditioning (HVAC) equipment servicing the Demised Premises. In the event that Landlord notifies Tenant that it will require Tenant to contract for said maintenance and repair services, Tenant shall provide to Landlord, in writing, within ten (10) business days, the name(s) and telephone number(s) of service company(ies) for the Landlord's review and approval. Tenant shall provide a copy of a current, enforceable and fully executed maintenance and repair contract, no later than ten (10) business days after receipt of Landlord's approval of the service company, as proof of Tenant's compliance with this provision.

If Landlord provides a separate air-conditioning unit for the Demised Premises, as provided above, Tenant may request that Landlord inspect same to ensure that it is in proper working order. If the unit is not in proper working order, Landlord shall, at its sole discretion, repair or replace the unit.

- All damage or injury of any kind to the Demised Premises and to its fixtures, glass, appurtenances, and equipment, if any, or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the wrongful acts or negligence of the Landlord, shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord.
- 13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done in good and workmanlike manner.
- 13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the Landlord, at the expense of Tenant, and all sums spent and expenses incurred by Landlord shall be collectable as Additional

Rent and shall be paid by Tenant within ten (10) days after rendition of a bill or statement thereof. IN ALL OTHER RESPECTS, THE DEMISED PREMISES ARE BEING LEASED IN ITS PRESENT "AS IS" CONDITION.

13.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

### 14. Governmental Regulations.

The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. The Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the Landlord from all liability arising from each non-compliance.

### 15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the leased premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said premises, or improvements by or at the direction or sufferance of the Tenant, provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the Landlord reasonable security as may be demanded by Landlord to insure payment thereof and prevent sale, foreclosure, or forfeiture of the premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1-1/2) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from Landlord, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper cost and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

### 16. Enforcement.

Tenant agrees to pay the Base Rent and any Additional Rent herein reserved at the time and in the manner aforesaid, and should said rents herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the Landlord may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately or the Landlord may pursue any other remedies enforced by law.

### 17. Condemnation.

- 17.1 If at any time during the term of this Lease and any renewal term hereunder, all or any part or portion of the building in which the Demised Premises are located, sufficient in size, to cause the Demised Premises to be untenantable, is taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Lease shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Lease or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Lease, up to the date of such taking.
- 17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the Landlord in any such Eminent Domain proceeding, excepting, however, the Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

### 18. Default.

### 18.1 Default by Tenant:

At the Landlord's option, any of the following shall constitute an Event of Default under this Lease:

- 18.1.1 The Base Rent, Additional Rent, or any installment thereof is not paid promptly when and where due within fifteen (15) days of due date and if Tenant shall not cure such failure within five (5) days after receipt of written notice from Landlord specifying such default;
- 18.1.2 Any other payment provided for under this Lease is not paid promptly when and where due;
- 18.1.3 The Demised Premises shall be deserted, abandoned, or vacated:
- 18.1.4 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from Landlord specifying any such default; or such longer period of time acceptable to Landlord, at its sole discretion;

- 18.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time acceptable to Landlord, at its sole discretion;
- Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 18.1.7 Tenant shall become insolvent;
- 18.1.8 Tenant shall make an assignment for benefit of creditors;
- 18.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or
- 18.1.10 The leasehold interest is levied on under execution.

### 19. Rights on Default.

### 19.1 Rights on Default:

In the event of any default by Tenant as provided herein, Landlord shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease;

- 19.1.1 Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, but if Tenant shall fail to do so Landlord may, without further notice, and without prejudice to any other remedy Landlord may have for possession or arrearages in rent or damages for breach of contract, enter upon Demised Premises and expel or remove Tenant and his effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless Landlord for all loss and damage which Landlord may suffer by reasons of such Lease termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.
- 19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of Landlord, as provided in the

Notices section of this Lease; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.

- 19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, remove Tenant's property there from, and relet the Demised Premises, or portions thereof, for such terms and upon such conditions which Landlord deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay Landlord any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Landlord; and for the purpose of re-letting, Landlord may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from reletting; and (iii) Tenant shall pay Landlord any deficiency as aforesaid.
- 19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.
- 19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Lease which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on Landlord's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five days of the due date. In addition, there will be a late charge of \$50.00 for any payments submitted after the grace period.
- 19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, Landlord may pay such expense but Landlord shall not be obligated to do so. Tenant upon Landlord's paying such expense shall be obligated to forthwith reimburse Landlord for the amount thereof. All sums of money payable by Tenant to Landlord hereunder shall be deemed as rent for use of the Demised Premises and collectable by Landlord from Tenant as rent, and

shall be due from Tenant to Landlord on the first day of the month following the payment of the expense by Landlord.

19.1.7 The rights of the Landlord under this Lease shall be cumulative but not restrictive to those given by law and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

### 19.2 Default by Landlord:

The failure of Landlord to perform any of the covenants, conditions and agreements of the Lease which are to be performed by Landlord and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to Landlord (which notice shall specify the respects in which Tenant contends that Landlord failed to perform any such covenant, conditions and agreements) shall constitute a default by Landlord, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond Landlord's control, and Landlord within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event Landlord fails to perform within the initial 30 day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for the Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by Landlord.

### 19.3 Tenant's Rights on Default:

If an event of Landlord's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Lease (and all of its obligations hereunder by giving notice of such election to Landlord, whereupon this Lease shall terminate as of the date of such notice), to specifically enforce Tenant's rights; and/or to enjoin Landlord.

### 20. Indemnity Against Costs and Charges.

- 20.1 The Tenant shall be liable to the Landlord for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the Landlord, by reason of the Tenant's breach of any of the provisions of this Lease. Any sums due the Landlord under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.
- 20.2 If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage an attorney to enforce Landlord's rights and

Tenant's obligations hereunder, the Tenant will reimburse the Landlord for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

### 21. Indemnification Against Claims.

- 21.1 The Tenant shall indemnify and save the Landlord harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any parking lot or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:
  - 21.1.1 An act or omission on the part of the Tenants, or any employee, agent, invitee, or guest, assignee or sub-tenant of the Tenant;
  - 21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises or the building in which the Demised Premises is located or any of its facilities by Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant or the Tenant, but not to include trespassers upon the Demised Premises;
  - 21.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Lease;
  - 21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under the Lease.
- 21.2 Tenant agrees to pay all damages to the Demised Premises or other facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

### 22. Signs and Advertising.

Without the prior written consent of Landlord, Tenant shall not permit the painting and display of any additional signs, plaques, lettering or advertising material of any kind on or near the Demised Premises, which were not existing and at the time of Landlord's acquisition of the property (see Section 8.3). All additional signage shall comply with signage standards established by Landlord and comply with all applicable building codes, and any other Municipal, County, State and Federal laws.

### 23. Effect of Conveyance.

The term "Landlord" as used in the Lease means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the Landlord shall be and hereby is entirely freed and relieved of all covenants and

obligations of the Landlord hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of the Landlord hereunder.

### 24. <u>Damage to the Demised Premises</u>.

- The building in which the Demised Premises are located is insured under 24.1 Landlord's fire insurance policy. If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by Landlord, in whole or in part, and such damage is covered by Landlord's insurance, if any, (hereinafter referred to as "such occurrence"), Landlord, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenantable, as determined by Landlord, only in part, Landlord shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, if the Demised Premises are by reason of such occurrence, rendered more than 50% but less than 100% untenantable, as determined by Landlord, Landlord shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable. If such time exceeds sixty (60) days, the Tenant shall have the option of canceling this Lease, which option shall be exercised by Tenant in writing within ten (10) days of receipt of notice of same from Landlord.
- If the Demised Premises shall be rendered wholly untenantable by reason of 24.2 such occurrence, the Landlord shall utilize the insurance proceeds to cause such damage to be repaired and the rent meanwhile shall be abated in whole; provided, however, that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, the Tenant shall have the right, to be exercised by notice in writing, delivered to Landlord within thirty (30) days from and after said occurrence, to elect to terminate this lease, the rent to be adjusted accordingly. Notwithstanding any clause contained in this Section, if Landlord becomes self insured or the damage is not covered by Landlord's insurance, then Landlord shall have no obligation to repair the damage, but Landlord shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate the lease, and the rent shall be adjusted accordingly.

### 25. Quiet Enjoyment.

The Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Lease.

### 26. Waiver.

- 26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of Landlord to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Lease, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.
- 26.2 A waiver of any term expressed herein shall not be implied by any neglect of Landlord to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 26.3 The receipt of any sum paid by Tenant to Landlord after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by Landlord.

### 27. Notices.

The addresses for all notices required under this Lease shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD:

City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

with copies to:

Asset Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

TENANT:

Miami World Theater, Inc. 1701 Meridian Avenue Suite 401 & 403 Miami Beach, Florida 33139 Attn: Carmen Ramia, President With copy to:

Morella Ramia 10820 NW 51<sup>st</sup> Trail Doral, Florida 33178

All notices shall be hand delivered and a receipt requested, or by certified mail with return receipt requested, and shall be effective upon receipt.

### 28. Entire and Binding Agreement.

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

### 29. Provisions Severable.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

### 30. <u>Captions</u>.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

### 31. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

### 32. Governing Law.

This Lease shall be governed by and construed in accordance with the law of the State of Florida.

### 33. Limitation of Liability.

The Landlord desires to enter into this Agreement only if in so doing the Landlord can place a limit on Landlord's liability for any cause of action for money damages due to an alleged breach by the Landlord of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand Dollars and no/100 (\$10,000.00). Tenant hereby expresses its willingness to enter into this Agreement with the Tenant's recovery from the Landlord for any damage action for breach of contract to be limited to a maximum amount of Ten Thousand Dollars (\$10,000.00). Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the Landlord shall not be liable to Tenant for damage in an amount in excess of Ten Thousand (\$10,000.00) Dollars for any action or claim for breach of contract arising out of the performance or non-performance of any

obligations imposed upon the Landlord by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Landlord's liability as set forth in Florida Statutes, Section 768.28.

### 34. Surrender of the Demised Premises.

The Tenant shall, on or before the last day of the term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the Landlord the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broomclean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Article. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Lease and is not so removed may, at the option of the Landlord, be deemed abandoned by the Tenant, and either may be retained by the Landlord as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the Landlord may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the term as provided in this Section, the Tenant shall make good the Landlord all damages which the Landlord shall suffer by reason thereof, and shall indemnify and hold harmless the Landlord against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

### 35. Time is of the Essence.

Time is of the essence in every particular and particularly where the obligation to pay money is involved.

### 36. Venue.

This Lease Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE LANDLORD AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE AGREEMENT.

(Authorizing signatures, attestation, and corporate seals on following page)

the respective du	ıly authorized offi	es hereto have caused these presents to be signed by ers, and the respective corporate seals to be affixed this, 2005.			
ATTEST:		LANDLORD:	CITY OF MIAMI BEACH		
		BY:			
CITY	CLERK		MAYOR		
ATTEST:		TENANT: N	MIAMI WORLD THEATER, INC.		
		BY:			
SECI	RETARY		PRESIDENT		
(Print	Name)		(Print Name)		
CORPO	RATE SEAL				

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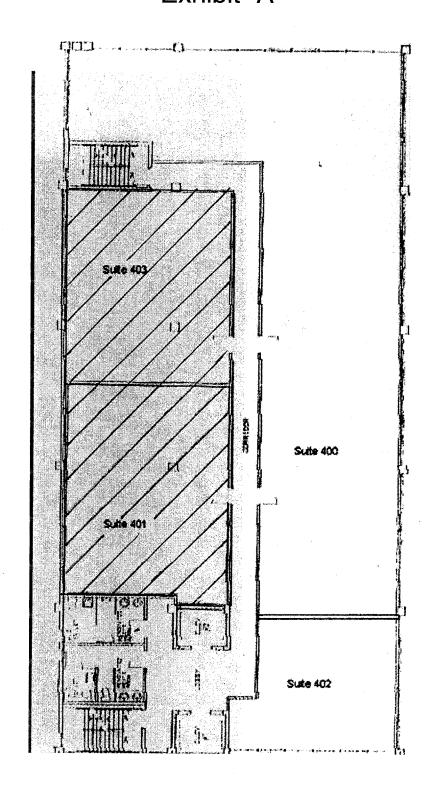
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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

Date

# Exhibit "A"



# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



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A Resolution to Accept the City Manager's Recommendation Relative the Ranking of Firms Pursuant to RFP No. 11-04/05 for Broker/Agent Services to Provide Assistance in Determining the City's Employee Benefits Program.

#### Issue:

Shall the City Commission adopt the resolution?

### Item Summary/Recommendation:

On February 23, 2005, the City Commission authorized the issuance of a RFP to solicit proposals from professional firms with the capacity and experience to provide broker/agent services to provide assistance in determining the City's employee benefits program.

RFP No. 11-04/05 was issued on March 11, 2005 with an opening date of April 15, 2005 which resulted in the receipt of proposals from Gallagher Benefit Services, Inc and HRH (Hilb Rogal & Hobbs) of South Florida.

The City Manager via Letter to Commission (LTC) No. 102-2005 appointed an Evaluation Committee ("the Committee"). Consensus at the end of the 1<sup>st</sup> Evaluation Committee meeting was to invite both firms to provide a 20 minute presentation, followed by a 10 minute question and answer session.

During deliberations at the 2<sup>nd</sup> Evaluation Committee meeting, the Committee members discussed their individual ranking and all 4 committee members ranked Gallagher Benefit Services, Inc as the top-ranked firm and HRH (Hilb Rogal & Hobbs) of South Florida as the second-ranked firm.

Gallagher Benefit Services, Inc. was deemed to have the best proposal based on the specific and overall experience relating to governmental employee benefits, the qualifications of their team and current working relationship with the City's Human Resources Department.

ADOPT THE RESOLUTION.

Δd	lvison	/ Roard	Recom	mendation:

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3			
	4			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Gus Lopez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL MDB plufar		JMG Ju

T:\AGENDA\2005\Jul0605\Consent\RFP11-04-05BROKER-AGENTSERVICESSUMMARY.doc

AGENDA ITEM <u>C7B</u>

DATE <u>7-6-05</u>

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 6, 2005

#### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF THE PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 11-04/05, FOR BROKER/AGENT SERVICES TO PROVIDE ASSISTANCE IN DETERMINING THE CITY'S EMPLOYEE BENEFITS PROGRAM: AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF GALLAGHER BENEFIT SERVICES, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF HRH (HILB ROGAL & HOBBS)OF SOUTH FLORIDA: AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

## **ADMINISTRATIVE RECOMMENDATION**

Adopt the Resolution.

### **FUNDING**

The City will negotiate the fee proposal/structures which will be paid by the successful medical carrier(s).

### <u>ANALYSIS</u>

The City of Miami Beach, Florida (hereinafter referred to as "the City") has a need to establish a contract with a broker/agent for services to assist the City in determining its Employee Benefits Program.

The City currently has an Agreement with Gallagher Benefit Services, Inc. to assist us in providing cost effective, quality benefits for City employees. This initial 4-year Agreement expired on May 5, 2005 and has been renewed on a month-to-month basis until a new Agreement is executed pursuant to this Request for Proposals (RFP).

The City has found that as employee benefits become more complex, including the national issues that surround healthcare, the services of a firm that specializes in employee benefits provides the City with information regarding the benefit market and conditions that may affect the City's policies and risk exposures.

The contract will be for a one (1) year term with an option for four (1) year renewal options upon a mutual agreement between both parties.

The Broker/Agent Firm will provide, at a minimum, the following services:

- \* Assistance to the City Administration in determining the City's Group Employee Benefits Program.
- \* Prepare reports informing the Administration regarding benefit market (Market Analysis) conditions that may affect the City's policies and risk exposures prior to policy renewals.
- \* Prepare/Assist with Request for Proposal (RFP) specifications and underwriting data to submit to benefit markets for the purpose of obtaining proposals for Group Employee Benefits.
- \* Upon direction from the City, approach all acceptable companies on behalf of the City. A complete list of the companies contacted, along with their response, must be submitted.
- \* Present to the City all coverage proposals obtained. This report will contain a comprehensive analysis by the broker of the proposals obtained with recommendations for the selection of one proposal for the particular area to be covered.
- \* Negotiate, on behalf of, and with direction from, the City with all carriers to obtain the best prices, terms and conditions available.
- \* Review and/or assist writing Agreements/policies purchased by the City to assure their accuracy and appropriateness.
- \* Review and evaluate existing City benefit related Agreements to provide recommendations for possible improvement of price, terms, and conditions.
- \* Provide an annual report summarizing coverage's in place, anticipated market conditions, recommendations and strategies.
- \* Assist the City with interpretation of benefit related regulations and compliance issues; respond to inquires from City benefit staff.

- \* Include unlimited actuarial support with no additional flat or hourly fees.
- \* Provide an actuarial evaluation of retire health plans for compliance with GASB 45 (Governmental Accounting Standards Board)

### MINIMUM REQUIREMENTS/QUALIFICATIONS

Gallagher Benefit Services, Inc. ("Gallagher") will agree not to approach any markets until authorized by the City of Miami Beach to do so.

They are properly licensed and have at least one resident Florida agent, duly qualified with a minimum of at least five years experience. Throughout the term of the contract and in accordance with the laws of Florida they will act as an agent for medical, dental, life, disability, and other employee benefits as the City deems appropriate.

Gallagher also has on staff an actuary with local experience (South Florida) who is a full-time member of the firm.

## ARTHUR J. GALLAGHER & CO/GALLAGHER BENEFIT SERVICES, INC.

- Founded in 1927
- World's Fourth Largest Insurance Brokerage and Risk Management Services Firm.
- Third Largest Broker of U.S. Business
- Over 8,000 Employees, 250 Sales Offices in 7 Countries.
- Traded NYSE: AJG
- Achieved over seven decades of profitable growth through their responsive customer service and pioneering approach in designing and implementing insurance programs.

# Their Primary Designated Consulting Team consists of the following individuals:

Jeffrey P. Angello – Area President Richard G. Schell – Area Vice President Glen Volk, FSA, MAAA – Vice President & Consulting Actuary Colleen C. Ramos – Account Coordinator Sarah McCullough – Technical Assistant

## Florida Governmental Clients:

- City of Miami Beach
- Public Risk Management (21 Entity Consortium)
- School Board of Broward County
- City of Hallandale Beach
- City of Sunrise
- School District of Lee County
- Town of Palm Beach

- Palm Beach Board of County Commissioners
- Monroe County School Board
- PAEC (Washington & Calhoun County School Boards)

### Scope of Services - Prospective/Additional

- Completion of 2005 Medical and Dental renewals
- Preparation and Analysis of Medical Request for Proposals (RFP)
- Development and Implementation of 3-year wellness program
- GASB 45 valuation and recommendations for managing retiree expense
- Medicare Part D Analysis, recommendation and implementation of options
- Preparation of employee survey on benefits satisfaction
- Continue strong working relationship with the City acting as an additional resource and extension of the Human Resources Department.

On February 23, 2005, the City Commission authorized the issuance of a Request for Proposals (RFP) to solicit proposals from professional firms with the capacity and experience to provide broker/agent services to provide assistance in determining the City's employee benefits program.

RFP No. 11-04/05 was issued on March 11, 2005, with an opening date of April 15, 2005. A pre-proposal conference was held on March 23, 2005. BidNet issued bid notices to 68 prospective proposers, with the City's Human Resources Department and Procurement Division supplementing with an additional 6 prospective proposers. This resulted in 10 proposers requesting RFP packages, which resulted in the receipt of the following two (2) proposals:

- Gallagher Benefit Services, Inc.
- HRH (Hilb Rogal & Hobbs) of South Florida

The City Manager via Letter to Commission (LTC) No. 102-2005, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Frank Recio, Property owner and retired partner with KPMG
- Marsha Behr, Miami-Dade County Risk Manager
- Georgie Echert, Assistant Director of Finance, City of Miami Beach
- Gladys Acosta, Acting IT Director, City of Miami Beach
- Mayra D. Buttacavoli, Director of Human Resources and Risk Management, City of Miami Beach

On May 25, 2005, the Committee convened. Committee Member Marsha Behr was not able to attend. The Committee was provided information relative to the scope of services, and direction relative to the Cone of Silence and Government in the Sunshine Law. Additionally, the Committee reviewed references secured by the Procurement staff, and discussed the RFP evaluation criteria and weighted score, which was used to evaluate and rank the proposals.

The Committee's consensus at the end of the meeting was to invite both firms to provide a 20-minute presentation, followed by a 10-minute question and answer session.

On June 21, 2005, the Committee members convened and were provided presentations by both firms.

After the firms' presentations, the Committee members discussed the firms proposals based on the evaluation criteria below and then ranked the firms accordingly:

Evaluation Criteria/Factors:	<u>Weight</u>
Specific Expertise regarding the Scope of the Project & expertise with similar sized entities (i.e. hospitals, universities, etc.)	30%
Overall Expertise of the Broker relating to Employee Benefits Proposed Fee/Compensation References Total	35% 15% <u>20%</u> 100 %
iotai	100 %

Company Name	Mayra	Georgie	Gladys	Frank
	Buttacavoli	Echert	Acosta	Recio
Gallagher Benefit Services, Inc. (1)	95	100	93	94
	(1)	(1)	(1)	(1)
HRH (Hilb Rogal & Hobbs) of South Florida (2)	70 (2)	80 (2)	65 (2)	75 (2)

Gallagher Benefit Services, Inc. was deemed to have the best proposal based on the specific and overall experience relating to governmental employee benefits, the qualifications of their team and current working relationship with the City's Human Resources Department.

### Fee Proposal:

Gallagher Benefit Services, Inc.: To receive the current 1.5% commission from the medical carrier(s) not to exceed \$200,000 (Negotiable).

HRH (Hilb Rogal & Hobbs) of South Florida: A fee structure paid by the medical carrier(s) not to exceed \$135,000.

### **CONCLUSION**

The City Manager concurs with the Evaluation Committee's recommendation and recommends that the Mayor and City Commission approve the ranking of firms, and authorize the Administration to enter into negotiations with the top-ranked firm of Gallagher Benefit Services, Inc.; and should the Administration not be able to negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with second-ranked firm of HRH (Hilb Rogal & Hobbs) of South Florida; and further authorizing the Mayor and City Clerk to execute an Agreement upon the completion of successful negotiations by the Administration.

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF THE PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 11-04/05 FOR BROKER/AGENT SERVICES TO PROVIDE ASSISTANCE IN DETERMINING THE PROGRAM: **AUTHORIZING** CITY'S **EMPLOYEE** BENEFITS ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF GALLAGHER BENEFIT SERVICES, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE WITH THE TOP-RANKED FIRM. AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF HRH (HILB ROGAL & HOBBS)OF SOUTH FLORIDA; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL **NEGOTIATIONS BY THE ADMINISTRATION.** 

WHEREAS, the City of Miami Beach, Florida (hereinafter referred to as "the City") has a need to establish a contract with a broker/agent for services to assist the City in determining its Employee Benefits Program; and

WHEREAS, the City currently has an Agreement with Gallagher Benefit Services, Inc. to assist the City in providing cost effective, quality benefits for City employees; and

WHEREAS, the initial 4-year Agreement expired on May 5, 2005 and has been renewed on a month-to-month basis until a new Agreement is executed pursuant to this Request for Proposals (RFP); and

WHEREAS, on February 23, 2005, the City Commission authorized the issuance of a Request for Proposals (RFP) to solicit proposals from professional firms with the capacity and experience to provide broker/agent services to provide assistance in determining the City's employee benefits program; and

WHEREAS, RFP No. 11-04/05 was issued on March 11, 2005, with an opening date of April 15, 2005; and

**WHEREAS**, two (2) proposals were received in response to the RFP, by the following firms:

- Gallagher Benefit Services, Inc.
- HRH (Hilb Rogal & Hobbs) of South Florida; and

**WHEREAS**, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 102-2005, consisting of the following individuals:

- Frank Recio, Property owner and retired partner with KPMG
- Marsha Behr, Miami Dade County Risk Manager
- Georgie Echert, Assistant Director of Finance, City of Miami Beach
- Gladys Acosta, Acting IT Director, City of Miami Beach
- Mayra D. Buttacavoli, Director of Human Resources & Risk Management,
   City of Miami Beach

WHEREAS, on May 25, 2005, the Evaluation Committee convened and was provided information relative to the scope of services, direction relative to the Cone of Silence and Government in the Sunshine Law, reviewed references secured by the Procurement staff, and discussed the RFP evaluation criteria and weighted score, which was used to evaluate and rank the proposals; and

**WHEREAS**, the Committee's consensus at the end of the meeting was to invite both firms to provide a 20-minute presentation, followed by a 10-minute question and answer session; and

WHEREAS, on June 21, 2005, the Committee members reconvened and listened to Presentations from both firms, after which the Committee members discussed the firms proposals based on the evaluation criteria and then unanimously ranked the firms accordingly:

• First: Gallagher Benefit Services, Inc.

• Second: HRH (Hilb Rogal & Hobbs) of South Florida; and

WHEREAS, the City Manager has reviewed and concurs with the Evaluation Committee's recommendation, and recommends that the Mayor and City Commission accept the Committee's ranking of firms pursuant to RFP No. 11-04/05.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of the proposals pursuant to RFP No. 11-04/05 for Broker/Agent Services to Provide Assistance in Determining the City's Employee Benefits Program, and authorize the Administration to enter into negotiations with the top-ranked firm of Gallagher Benefit Services, Inc.; and should the Administration not be able to negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of HRH (Hilb Rogal & Hobbs) of South Florida; and further authorizing the Mayor and City Clerk to execute an Agreement upon successful negotiations by the Administration.

	PASSED and ADOPTED this da	ay of, 2005.
ATTEST:		
	_	MAYOR
CITY CLER	RK	

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### **Condensed Title:**

A Resolution approving a waiver, by 5/7ths vote, of the competitive bidding process, finding such waiver to be in the City's best interest; and authorizing the Administration to increase a standing order to Tropical Tents, Inc., for the continued rental of a custom aluminum frame tent for use as a temporary golf cart storage and charging facility at the Miami Beach Golf Club, on a month to month basis not to exceed 30 months for a total cost not to exceed \$120,000.

#### Issue:

Shall the City continue to rent a tent for the temporary golf cart storage and charging facility necessary to permit the continued operation of the Miami Beach Golf Club?

### Item Summary/Recommendation:

In order to open the Miami Beach Golf Club in time to meet the 02/03 winter golf season the administration rented a tent to serve as the temporary golf cart facility. At the time it was anticipated the new golf cart facility would be completed mid year of 2003. Based on the most recent construction schedule it is now anticipated the new golf cart storage and charging facility could be completed in the next twenty-four (24) months pending final resolution of the project funding. To issue a bid for a new tent would take an estimated 120 days and an extended transition period resulting in significant business disruption and lost revenue to the golf club.

Prior to renting this tent, due diligence was done by the Administration to ensure the City obtained the best rental rate available. It should also be noted that because of the proposed time extension, Tropical Tent, Inc., has reduced the monthly rent from \$4,300 to \$4,000. Approval of the resolution to continue the rental of the temporary golf cart storage and charging facility to permit the continued operation of the Miami Beach Golf Club is recommended.

### **Advisory Board Recommendation:**

N/A

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1	\$ 24,000	011.0970.000323 FY04/05	
	2	48,000	011.0970.000323 – FY 05/06 (Included as budget request for FY 05/06)	
198	3	48,000	011.0970.000323 – FY 06/07 (To be Included as budget request for FY 06/07 if necessary)	
	4			
Finance Dept.	Total	\$120,000		

City Clerk's Office Legislative Tracking:

Sign-Offs:

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Department Director	Assistant City Manager	City Manager
	////	1/1
16		X/^
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AGENDA ITEM C7C

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.ci.miami-beach.fl.us



### COMMISSION MEMORANDUM

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY

OF MIAMI BEACH, FLORIDA, APPROVING A WAIVER, BY 5/7THS VOTE, OF THE COMPETITIVE BIDDING PROCESS, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST; AND AUTHORIZING THE ADMINISTRATION TO INCREASE A STANDING ORDER TO TROPICAL TENTS, INC., FOR CONTINUING THE RENTAL OF ONE CUSTOM SIZE CLEAR SPAN, ALUMINUM FRAME TENT FOR USE AS A TEMPORARY GOLF CART STORAGE AND ELECTRICAL CHARGING FACILITY AT MIAMI BEACH GOLF CLUB, ON A MONTH TO MONTH BASIS NOT TO EXCEED THIRTY (30) MONTHS FROM THE ADOPTION OF THIS

RESOLUTION, FOR A TOTAL COST NOT TO EXCEED \$120,000.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### **FUNDING**

\$120,000 - Funding is available from the Parks and Recreation Department, Miami Beach Golf Club Division Budget - FY 04/05 - Account Number 011.0970.000323 in the amount of \$24,000; \$48,000 as included in the departmental FY 05/06 budget request and \$48,000 anticipated from the departmental 06/07 budget request.

### **ANALYSIS**

The comprehensive plan for the Miami Beach Golf Club improvements included a new clubhouse, a maintenance facility, on course restrooms and a new golf cart storage facility.

The old cart barn was demolished to permit the construction of the new golf cart facility and for needed temporary parking. In order to open the Miami Beach Golf Club for the 02/03 winter golf season the Administration rented a tent to serve as the temporary golf cart charging facility. At the time the tent was rented it was anticipated the permanent cart charging facility would be completed in 2003. However, due to the additional cost of the clubhouse construction and the need to identify the additional funding the Administration needed to continue the rental to safely store, charge and maintain seventy-five (75) leased golf carts and the GPS (global positioning system) computer installed on each cart.

Commission Memorandum July 6, 2005 Tropical Tent Rental Standing Order Increase Page 2

To be certain the City obtained the best possible product and rate, an informal competitive bid was conducted in October 2002. There were only a few local companies capable of renting this type of custom size structure. A total of eight (8) local tent rental dealers were contacted resulting in three (3) responsive bids and five (5) "No Bid" responses. Tropical Tents, Inc. was deemed the lowest and best, responsible bidder.

### **BID TABULATION**

October 10, 2002

Tropical Tents Inc.

United Rental

Christina's Party Production Inc.

\$4,642.86/month

\$5,135.00/month

\$6,660.00/month

In an effort to address the City's need for a temporary cart charging facility both the options of purchasing and renting a tent were evaluated in late summer of 2002. The option to buy a new tent was determined to be cost prohibitive based on the short-term use, and urgency for delivery, limited storage space, and the need for trained staff to provide assembly expertise. The cost to purchase a new tent would start at approximately \$67,053 not including movable side walls (windows) and electrical light fixtures and labor and material for installation.

Based on the above information a decision was made to rent a tent from the low bidder. Tropical Tents Inc. has installed numerous tents throughout the City of Miami Beach during special events, and is also an approved vendor for Miami-Dade County, and the City of Miami.

The City Commission previously increased the standing order for Tropical Tents Inc., in June of 2003, in the amount of \$69,000 for a sixteen (16) month period of time. At that time Tropical Tents Inc., reduced their rent from \$4,642.86 to \$4,300 per month for an annual reduction of \$4,114.32. With the extended rental, Tropical Tent Inc., has agreed to further reduce the monthly rental from \$4,300 to \$4,000. Additionally, they have agreed to replace all worn panels with new ones and pressure clean the entire facility at no additional charge to the City. They will also insure the tent and will respond to the City's request to remove the tent skin when necessary due to a hurricane warning. Last year Tropical Tents Inc., responded two times to the City's request to remove the tent panels due to warnings, again at no cost to the City.

As a point of information since the initial rental date of November 5, 2002, the City has expended a total of \$131,915 in rent and approximately \$70,000 in the electrical services installation.

Commission Memorandum July 6, 2005 Tropical Tent Rental Standing Order Increase Page 3

Based on an estimate provided by the Purchasing Division it would take approximately 120 days to issue a bid for a new tent. Once a bid is awarded additional time would be required for the issuance of permits and inspection process to be finished, the existing tent removed and a new tent and the requisite electrical services installed. During this transition period (the time from removal of the existing tent to the construction of a replacement tent) the golf club would be without the ability to provide electric golf carts to our clientele which would in essence close the golf course.

The figures below are actual revenues collected at the Miami Beach Golf Club. They are being provided as an example of the potential for lost revenue should a new tent need to be installed dependent upon the time of season and time taken to complete the work. It should also be noted that in addition to the lost revenue there will also be the on-going monthly expenses to be paid for during the period of time the course is without the use of golf carts. These include but not limited to the golf cart fleet (\$4,365 monthly), the GPS (global positioning system/ \$4,175 monthly), the contractual payment to the Professional Course Management (City's management company/ \$10,500 per month), the need to prorate the annual membership fee for the members' loss of play, and the cost of golf course operations and maintenance staff and supplies.

Month	Golf Cart Rental Revenue (included in total revenue)	Total Golf Course Revenue
October - 04	\$79,248	\$277,466
November - 04	68,884	305,969
December - 04	68,784	311,462
January - 05	\$79,512	\$541,595

At this time the permanent cart charging facility design is complete and pending permitting approvals. Additionally, potential funding from the Convention Development Tax (CDT) is being evaluated. It is anticipated that the permitting and construction bid processes will be completed in the next six months and pending resolution of the funding the actual construction taking an estimated 18 months.

### CONCLUSION

Based on the rental analysis, the potential negative financial impact that replacing the tent would have on the golf course operations and the anticipated timeline for the new cart charging facility the Administration recommends that the Mayor and City Commission authorize the Administration to increase the current standing order to Tropical Tents Inc., to allow the Miami Beach Golf Club to continue to operate temporary golf cart storage and charging facility until such time the new facility is constructed.

JMG:RCM:KS

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE COMPETITIVE BIDDING PROCESS, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND APPROVING AND AUTHORIZING THE ADMINISTRATION TO INCREASE A STANDING ORDER TO TROPICAL TENTS, INC., FOR CONTINUING THE RENTAL OF ONE CUSTOM SIZE CLEAR SPAN, ALUMINUM FRAME TENT FOR USE AS A TEMPORARY GOLF CART STORAGE AND ELECTRICAL CHARGING FACILITY AT MIAMI BEACH GOLF CLUB, ON A MONTH TO MONTH BASIS, NOT TO EXCEED THIRTY (30) MONTHS FROM THE ADOPTION OF THIS RESOLUTION, FOR A TOTAL COST NOT TO EXCEED \$120,000.

WHEREAS, in order to open the Miami Beach Golf Club in time to meet the 02/03 Winter golf season, the Administration rented a tent to serve as the temporary golf cart facility, in anticipation that the permanent cart charging facility would be completed mid year of 2003; and

WHEREAS, in an effort to obtain the best option for the City an evaluation of cost to purchase versus rental was conducted and, based on the results of this comparison, the decision to rent the tent was made, and the City entered into a contract with Tropical Tents, Inc.; and

WHEREAS, the construction of the new Miami Beach Golf Club golf cart storage facility is behind schedule due to funding delays; and

WHEREAS, based on the most recent construction schedule the Administration will need to continue renting the existing tent as temporary golf cart storage and electrical charging facility for an additional twenty-four (24) to thirty (30) months; and

**WHEREAS**, the City Commission previously increased the standing order for Tropical Tents, Inc., in June of 2003, in the amount of \$69,000, for a sixteen (16) month period; and

WHEREAS, Tropical Tents, Inc. has reduced the rental from \$4,300 to \$4,000 per month; and

WHEREAS, issuing a bid for a new tent could take several months, resulting in significant business disruption and lost revenue to the Golf Club; and

WHEREAS, during this transition period the Golf Club would be without the ability to provide electric golf carts to its clientele which would, in essence, close the golf course; and WHEREAS, at this time the permanent cart charging facility design is complete and pending permitting approvals; potential funding from the Convention Development Tax (CDT) monies is being evaluated; and

WHEREAS, it is anticipated that the permitting and construction bid processes will be completed in the next six (6) months with the actual construction taking an estimated eighteen (18) months; and

WHEREAS, based on the rental analysis; the potential negative financial impact that replacing the tent would have on the golf course operations; and the anticipated timeline for the new cart charging facility, the Administration recommends that the Mayor and City Commission authorize the Administration waive competitive bidding, finding such waiver to be in the best interest of the City, and increase the current standing order to Tropical Tents, Inc., to allow the Miami Beach Golf Club to continue to operate temporary golf cart storage and charging facility until such time the new facility is constructed.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby waive, by 5/7ths vote, the competitive bidding process, finding such waiver to be in the City's best interest, and approve and authorize the Administration to increase a standing order to Tropical Tents, Inc., for continuing the rental of a custom size clear span, aluminum frame tent for use as a temporary golf cart storage and electrical charging facility at the Miami Beach Golf Club, on a month to month basis, not to exceed thirty (30) months from the date of adoption of this Resolution, for a total cost not to exceed \$120,000.

**PASSED** and **ADOPTED** this 6<sup>th</sup> day of July, 2005.

	MAYOR
ATTEST:	
CITY CLERK	

T:\AGENDA\2005\Jul0605\Consent\Tropical Tent\_Com. Reso.\_7\_6\_05.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Mcity Attorney 6-30-05

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# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### **Condensed Title:**

A Resolution of the Mayor and City Commission of Miami Beach, Florida authorizing the Mayor and City Clerk to execute the attached Memorandum Of Agreement (MOA) with the Florida Department of Transportation for the landscape maintenance services on I-195 (Julia Tuttle Causeway) for a period of one year commencing on September 1, 2005, with a option of two one year renewals on a year to year basis. The annual cost of \$ 150,000 to be paid to the City.

#### Issue:

Shall the City enter into this Memorandum Of Agreement (MOA) with the Florida Department of Transportation to continue the landscape maintenance of the Julia Tuttle Causeway for the annual compensation of \$150,000?

### Item Summary/Recommendation:

The City and FDOT have had a MOA for the landscape maintenance services on the Julia Tuttle Causeway since 1994 and renewed it annually. The current agreement expires on August 31, 2005 and the new agreement is for 3 years with an annual renewal required.

The City has utilized the services of a private landscape maintenance company to provide the required work within the scope of services included in this agreement. The annual compensation from FDOT pays for the total cost of the agreement with the private contractor and plant material replacement as well as the time required for supervision of the project.

To ensure the Julia Tuttle Causeway landscaping continues to be maintained at the high standards set by the City of Miami Beach the Administration recommends the approval of the attached resolution.

	Advisory Board Recommendation:			
			•	i
1				

### **Financial Information:**

Source of	Amount	Account Approved
Funds:	1	The second secon
	2	
	3	
	4	
Finance Dept.	Total	

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Mana	ger City Manager
KS	RCM	JMG

T:\AGENDA\2005\Jul0605\Consent\7\_6\_05 FDOT Julia Tuttle MOA Summary Cover sheet.DOC

AGENDA ITEM <u>C7D</u>

DATE <u>7-6-05</u>

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



#### **COMMISSION MEMORANDUM**

Cufile

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED MEMORANDUM OF AGREEMENT (MOA), WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON I-195 (JULIA TUTTLE CAUSEWAY); FROM THE EAST SIDE OF THE INTRACOASTAL BRIDGE TO ALTON ROAD AT THE ANNUAL COST OF \$150,000 TO BE PAID TO THE CITY OF MIAMI BEACH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SAID AGREEMENT COMMENCING ON SEPTEMBER 1, 2005, AND CONCLUDING ON AUGUST 31, 2006, WITH AN OPTION TO RENEW FOR TWO YEARS, ON

A YEAR-TO-YEAR BASIS.

## **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **ANALYSIS**

In July of 1994, the City Commission approved the initial Memorandum of Agreement with the Florida Department of Transportation (FDOT) to provide for maintenance of landscaping along the Julia Tuttle Causeway, specifically from the east end of the westernmost bridge to Alton road. This agreement has been renewed annually since that time. The current agreement for the Julia Tuttle Causeway expires on August 31, 2005. The new agreement will be for a 3 year period commencing on September 1, 2005, renewable annually.

For the past several years, the City has utilized the services of a private landscape maintenance company to provide the required work within the scope of services included in this agreement. The annual compensation from FDOT of \$150,000 pays for the comprehensive services of the landscape maintenance contractor. The contract amount has been evaluated and found to be adequate for services specified. In addition to the funding provided by FDOT the Administration has budgeted \$50,000 in the Parks and Recreation Department's 2004/05 fiscal budget for renovations outside the FDOT scope. These include needed irrigation repairs, site clean-up and selected plantings. The repair of the irrigation is 90% completed with the remaining restoration to immediately follow.

City Commission Memorandum July 6, 2005 FDOT Julia Tuttle MOA Agreement Page 2

The Parks and Recreation Department assigns a Parks Superintendent responsible to monitor the work of the contractor on a regular basis to ensure specifications are complied with and the landscape materials are properly maintained. Any deviations from the contract are noted in writing to the contractor and followed until resolved.

After the completion of the re-bidding process in August 0f 2004, the city entered into a contract for full service landscape maintenance of the Julia Tuttle Causeway with a new outside vendor in November of 2004. The established maintenance specifications are in compliance with both the FDOT Memorandum Of Agreement and the City of Miami Beach landscape maintenance standards. All associated costs are within the annual budget of \$ 150,000 for this site program with expenses expected to remain within budget during the term of this proposed agreement.

To ensure the Julia Tuttle Causeway landscaping continues to be maintained at the high standards set by the City of Miami Beach, and to receive the annual funding of \$150,000 from the Florida Department of Transportation that is necessary to support these maintenance standards, the Administration recommends the approval of the attached resolution authorizing the Mayor and City Clerk to execute the 2005/2006 Memorandum of Agreement, which is to commence on September 1, 2005, and concludes on August 31, 2005, with an option for renewal for two years, on a year-to-year basis.

JMG:RCM:KS:JAO

T:\AGENDA\2005\Jul0605\Consent\7-06-05-FDOT Julia Tuttle MOA Com Memo.doc

RESOL	UTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED MEMORANDUM OF AGREEMENT (MOA), WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON I-195 (JULIA TUTTLE CAUSEWAY); FROM THE EAST SIDE OF THE INTRACOASTAL BRIDGE TO ALTON ROAD AT THE ANNUAL COST OF \$150,000 TO BE PAID TO THE CITY OF MIAMI BEACH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; SAID AGREEMENT COMMENCING RETROACTIVELY ON SEPTEMBER 1, 2005, AND CONCLUDING ON AUGUST 31, 2006, WITH AN OPTION TO RENEW FOR TWO YEARS, ON A YEAR-TO-YEAR BASIS.

WHEREAS, in July of 1994, the Mayor and City Commission approved an initial Memorandum of agreement with the Florida Department of Transportation (FDOT) to provide for maintenance of landscaping along the Julia Tuttle Causeway; specifically, from the east side of the intracoastal bridge to Alton Road, to Alton Road; and

WHEREAS, this Agreement has been renewed annually since that time; and

WHEREAS, the FDOT has expressed a desire to enter into a new Memorandum of Agreement (MOA) for a one year period, commencing retroactively on September 1, 2005, and concluding on August 31, 2006; and

**WHEREAS,** the MOA may be renewed for two additional years, on a year to year basis, if mutually agreed upon in writing by FDOT and the City; and

WHEREAS, the FDOT has agreed to compensate the City \$ 37,500 per quarter, for a total of \$150,000 per year, for the cost of maintaining said landscaping; and

**WHEREAS,** the City's landscape maintenance contract presently in effect expires on August 31, 2005; and

WHEREAS, to ensure the Julia Tuttle Causeway landscaping continues to be maintained at the high standards set by the City, and to receive the annual funding of \$150,000 from the Florida Department of Transportation that is necessary to support these maintenance standards, Administration recommends that the Mayor and City Commission approve the attached Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to execute the attached Memorandum of Agreement (MOA), with the Florida Department of Transportation (FDOT) for the turf and landscape maintenance services on I-195 (Julia Tuttle Causeway); from the east side of the intracoastal bridge to Alton Road, at an annual cost of \$150,000, to be paid to the City by FDOT; said Agreement commencing retroactively on September 1, 2005, and concluding on August 31, 2006, with an option to renew for two years, on a year-to-year basis.

<b>PASSED</b> and <b>ADOPTED</b> this 7th day of July, 2005.	•
	*
ATTEST:	MAYOR
CITY CLERK	

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



#### Condensed Title:

A Resolution of the Mayor and City Commission of Miami Beach, Florida authorizing the Mayor and City Clerk to execute the attached First Renewal of the Memorandum Of Agreement (MOA) with the Florida Department of Transportation for the landscape maintenance services on I-395 (Mac Arthur Causeway) for a period of one year. The annual cost of \$ 150,000 to be paid to the City. Said agreement to commence on September 1, 2005.

#### Issue:

Shall the City enter into this Memorandum Of Agreement (MOA) Renewal with the Florida Department of Transportation to continue the landscape maintenance of the Mac Arthur Causeway for the annual compensation of \$150,000?

Item Summary/Recommendation:

Advisory Board Recommendation:

Sign-Offs:

The City and FDOT have had a MOA for the landscape maintenance services on the Mac Arthur Causeway since 1994 and renewed it annually. The current agreement is for 3 years, with an annual renewal required. The first year expires on August 31, 2005.

The City has utilized the services of a private landscape maintenance company to provide the required work within the scope of services included in this agreement. The annual compensation from FDOT pays for the total cost of the agreement with the private contractor and plant material replacement as well as the time required for supervision of the project.

To ensure the Mac Arthur Causeway landscaping continues to be maintained at the high standards set by the City of Miami Beach the Administration recommends the approval of the attached resolution.

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Source of		Amount	Account	Approved
Funds:	1			· · · · · · · · · · · · · · · · · · ·
	2			
	3			
	4			
Finance Dept.	Total			

Department Director Assistant City Manager City Manager

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AGENDA ITEM <u>C7E</u>

DATE 7-6-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 6, 2005

### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST ANNUAL RENEWAL OF THE CURRENT MEMORANDUM OF AGREEMENT (MOA), WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON 1-395 (MAC ARTHUR CAUSEWAY) FROM THE EAST SIDE OF WATSON ISLAND TO WEST SIDE OF THE EAST CHANNEL BRIDGE AT THE ANNUAL COST OF \$150,000 TO BE PAID TO THE CITY OF MIAMI BEACH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION. SAID AGREEMENT COMMENCING ON SEPTEMBER 1, 2005, AND CONCLUDING ON AUGUST 31, 2006, WITH ALL TERMS AND CONDITIONS REMAINING AS STIPULATED IN THE MEMORANDUM OF AGREEMENT ENTERED INTO IN SEPTEMBER 1, OF 2004.

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### ANALYSIS:

In July of 1994 the City Commission approved the initial Memorandum of Agreement with the Florida Department of Transportation (FDOT) to provide for maintenance of landscaping along the Mac Arthur Causeway, specifically from the east end Watson Island to the west of the East Channel Bridge. This Agreement was most recently renewed in September of 2004 for a 3 year term, renewable annually.

For the past several years, the City has utilized the services of a private landscape maintenance company to provide the required work within the limits covered under this Agreement. The annual compensation from FDOT of \$150,000 pays for the comprehensive services of the landscape maintenance contractor. The contract amount has been evaluated and found to be adequate for services specified. The Parks and Recreation Department's Parks Division has a Superintendent who serves as a Contract Administrator to monitor the work of the contractor on a regular basis to ensure specifications are complied with and the landscape materials are properly maintained. Any deviations from the contract are noted in writing and followed through to a satisfactory resolution.

City Commission Memorandum July 6, 2005 FDOT Mac Arthur MOA Renewal Page 2

The Memorandum of Agreement currently in effect will expire on August 31, 2005 and this first of two renewals will begin on September 1, 2005, and conclude on August 31, 2006.

To ensure the Mac Arthur Causeway landscaping continues to be maintained at the high standards set by the City of Miami Beach, and to receive the annual funding of \$150,000 from the Florida Department of Transportation that is necessary to support these maintenance standards, the Administration recommends the attached resolution authorizing the Mayor and City Clerk to execute the attached Memorandum of Agreement renewal for 2005/2006 be approved.

JMG:RCM:KS:JAO

T:\AGENDA\2005\Jul0605\Consent\7-6-05-FDOT\_Mac Arthur 1st Renewal MOA Com.memo.doc

<b>RESOL</b>	<b>UTION</b>	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST RENEWAL TERM OF THE CURRENT MEMORANDUM OF AGREEMENT (MOA), WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON 1-395 (MAC ARTHUR CAUSEWAY), FROM THE EAST SIDE OF WATSON ISLAND TO WEST EDGE OF THE EAST CHANNEL BRIDGE, AT THE ANNUAL COST OF \$150,000 TO BE PAID TO THE CITY OF MIAMI BEACH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION: SAID RENEWAL TERM COMMENCING ON SEPTEMBER 1, 2005, AND CONCLUDING ON AUGUST 31, 2006, WITH ALL TERMS AND CONDITIONS REMAINING AS STIPULATED IN THE MEMORANDUM OF AGREEMENT **ENTERED INTO IN SEPTEMBER 1. OF 2004.** 

WHEREAS, in September of 2004, the Mayor and City Commission approved a Memorandum of Agreement with the Florida Department of Transportation (FDOT) to provide for maintenance of landscaping along the Mac Arthur Causeway; specifically, from the east end Watson Island to the west edge of the East Channel Bridge; and

WHEREAS, the initial term of the Memorandum of Agreement will expire on August 31, 2005; and

**WHEREAS**, the first of two annual renewal terms will begin on September 1, 2005 and conclude on August 31, 2006; and

**WHEREAS,** the FDOT has agreed to compensate the city \$ 37,500 per quarter, for a total of \$ 150,000 per year, for the cost of maintaining said landscaping; and

WHEREAS, the City has utilized the services of a private landscape maintenance company to provide the required work within the limits covered under this Agreement; and

WHEREAS, the annual compensation from FDOT of \$150,000 pays for the cost of the services from the contractor as well as select plant material replacement; and

WHEREAS, to ensure the Mac Arthur Causeway landscaping continues to be maintained at the high standards set by the City, and to receive the annual funding of \$150,000 from the FDOT that is necessary to support these maintenance standards, the Administration recommends the Mayor and City Commission authorize the Mayor and City Clerk to exercise the renewal for 2005/2006.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to execute the first of two annual renewal terms of the Memorandum of Agreement (MOA), with the Florida Department of Transportation (FDOT) for the turf and landscape maintenance services on I-195 Mac Arthur Causeway), from the east side of the Watson Island to the west edge of the East Channel Bridge, at the annual cost of \$150,000 to be paid to the City of Miami Beach by the Florida Department of Transportation; said renewal term commencing on September 1, 2005, and conclude on August 31, 2006, with all terms and conditions remaining as stipulated in the Memorandum of Agreement entered into in September 1, of 2004.

PASSED and ADOPTED this 6th day of July, 2005.	
ATTEST:	MAYOR
CITY CLERK	

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### **Condensed Title:**

A Resolution to adopt and appropriate the Second Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2004/05, in the amount of \$70,000 to be funded from the proceeds of State (\$30,000) and Federal-Justice (\$40,000) Confiscated Funds.

### Issue:

Should the Second Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2004/05 be adopted?

## Item Summary/Recommendation:

The Chief of Police has reviewed and identified the needs for the appropriation and has established that the expenditures of forfeiture funds are in compliance with Section 932.7055, Florida State Statutes and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies.

The Administration recommends authorization to adopt and appropriate the Second Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2004/05.

	Advisory	y Board Recommendation:	
-	N/A		

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1.00 <b>1.</b> 00		Confiscation Funds:	
	2	\$ 30,000	607.8000.351210 State funds	
	3	40,000	603.8000.351211 Federal funds	
	4	,		
Finance Dept.	Total	\$ 70,000		

Sign-Offs:

Department Director	Assistant City Manager	City Manager
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AGENDA ITEM <u>C7F</u>
DATE <u>7-6-05</u>

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.ci.miami-beach.fl.us



Date: July 6, 2005

#### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE SECOND AMENDMENT TO THE POLICE CONFISCATION TRUST FUND BUDGET FOR THE FISCAL YEAR 2004/05 IN THE AMOUNT OF \$70,000 TO BE FUNDED FROM THE PROCEEDS OF STATE (\$30,000) AND

FEDERAL-JUSTICE (\$40,000) CONFISCATED FUNDS.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### **ANALYSIS**

Florida Statute 932.7055 provides for expenditures of forfeiture funds for law enforcement purposes.

The Miami Beach Chief of Police, Don De Lucca has reviewed and identified the need for the appropriation and has established that the expenditures of forfeiture funds are in compliance with Section 932.7055, Florida State Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies. These forfeiture funds have been deposited in the Police Confiscation Trust Fund. The City has complied with all statutory procedures involved in the transaction of these funds.

The Administration requests authorization to adopt and appropriate the Second Amendment to the operating budget for the Police Confiscation Trust Fund for Fiscal Year 2004/05 and to appropriate \$70,000 (\$30,000 from State and \$40,000 from Federal-Justice Funds) to provide for the expenditures listed in Exhibit "A".

JMG/DD/ic

RESOLUTION No.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE SECOND AMENDMENT TO THE POLICE CONFISCATION TRUST FUND BUDGET FOR FISCAL YEAR 2004/05 IN THE AMOUNT OF \$70,000 TO BE FUNDED FROM THE PROCEEDS OF STATE (\$30,000) AND FEDERAL-JUSTICE (\$40,000) CONFISCATED FUNDS.

WHEREAS, Section 932.7055, Florida Statutes, addresses the purpose and procedures to be utilized for the appropriation and expenditures of the Police Confiscation Trust Fund; and

**WHEREAS**, the Chief of Police of the City of Miami Beach has determined that the need for appropriation and expenditures exist and the appropriation and expenditure of forfeiture funds is in compliance with Section 932.7055, Florida Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies; and

**WHEREAS**, funds in the amount of \$70,000 are available in the Police Confiscation Trust Fund, and the current budget, increases and amended budget are as follows:

	CURRENT	INCREASE	<b>AMENDED</b>
	BUDGET		BUDGET
STATE-	\$ 184,543	\$ 30,000	\$ 214,543
FEDERAL-	<u>597,053</u>	40,000	<b>637,053</b>
TOTAL-	\$ 781,596	\$ 70,000	\$ 851,596.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the Second Amendment to the FY 2004/05 Police Confiscation Trust Fund Budget for the City of Miami Beach, in the amount of \$70,000, to be funded from the proceeds of State (\$30,000) and Federal-Justice (\$40,000) Confiscation Funds as reflected in the attached Exhibit "A".

PASSED AND ADOPTED	THIS	day of	, 2005
ATTEST BY:	Mayor		
City Clerk  FUNDING APPROVED BY:		APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION	
Office of Management & Budget	. <u>/</u>	City Arismey (17)	<u>27</u> -05 ale

### **EXHIBIT "A"**

## MIAMI BEACH POLICE DEPARTMENT CONFISCATION TRUST FUND SECOND AMENDMENT FISCAL YEAR 2004/05

## **STATE FUNDS:**

MIAMI BEACH POLICE ATHLETIC LEAGUE Operating expenses	\$ 25,000
INTERNATIONAL ASSOCIATION OF CHIEF'S OF POLICE (IACP) Incidental operating expenditures while preparing to host the upcoming convention September 24, 2005 through September 28, 2005.	\$ 5,000
SUB-TOTAL STATE FUNDS	\$ 30,000
FEDERAL FUNDS:	
<b>TRAINING SUPPLEMENT FUNDS</b> (Additional funding requirement) for the Police Department to supplement the Law Enforcement Training Trust Fund for Fiscal Year 2004/05.	\$ 16,000
SPECIALIZED TRAINING FUNDS (Additional funding requirement) for additional extended-stay training and travel programs throughout Fiscal Year 2004/05 which include the FBI Academy Training in Quantico, VA and two (2) extended-stay Northwestern University trainings.	\$ 8,000
PHYSICAL TRAINING EQUIPMENT	\$ 16,000
SUB-TOTAL OF FEDERAL FUNDS	\$ 40,000
TOTAL STATE AND FEDERAL FUNDS	\$ 70,000

### **AFFIDAVIT**

I, Donald De Lucca, Chief of Police, City of Miami Beach, do hereby certify that the aforementioned proposed request for expenditures from the City of Miami Beach Police Confiscation Trust Fund, for the 2004/05 fiscal year providing funds for expenditures as indicated on Exhibit "A", complies with the provisions of Section 932.7055(4)(a), Florida Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies.

25 Almell W. Alysum

Donald De Lucca Chief of Police

Miami Beach Police Department

Date

# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



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A Resolution to adopt the Second Budget Amendment to the Police Special Revenue Account for Fiscal Year 2004/05 in the amount of \$9,700.

#### Issue:

Shall funds be provided for the purchase of miscellaneous items for the Miami Beach Police Department?

Item Summary/Recommendation:

Unclaimed evidence totaling \$9,700 has been in the custody of the Police Property Management Unit past the sixty (60) day waiting period. These funds have now been placed in the Police Special Revenue Account Fund as provided by Resolution 90-19931, passed on March 7, 1990.

The Administration recommends that the Mayor and City Commission adopt and appropriate the Second Amendment to the Police Special Revenue Account for Fiscal Year 2004/05.

Advisory Bo	ard Red	commendation:
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N/A

### Financial Information:

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1	Amount to be	avaandad.
ł	Amount to be	expended.

Source	of
Funds:	

Finance Dept.

	Amount	Account	Approved
1	\$ 9,700	195.8000.369993	and the state of t
2			
3			
4			
Total	\$ 9,700		

Sign-Offs:

Department Director Ass	stant City Manager City Manager
ALR DO(3)	Jan 2
	1 1

AGENDA ITEM <u>C76</u>

100

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.ci.miami-beach.fl.us



#### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE SECOND BUDGET AMENDMENT TO THE POLICE SPECIAL REVENUE ACCOUNT FOR FISCAL YEAR 2004/05 IN THE AMOUNT OF \$9,700, SUCH ACCOUNT FUNDED BY UNCLAIMED EVIDENCE CURRENTLY HELD IN THE

POLICE SPECIAL REVENUE ACCOUNT.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### **ANALYSIS**

Florida Statute 705.105 "Procedure for Unclaimed Evidence" provides that unclaimed evidence in the custody of the court from a criminal proceeding, or seized as evidence by and in the custody of a law enforcement agency, shall become the property of that law enforcement agency 60 days after the conclusion of the proceedings.

In March 1990, a special account was established titled "Police Special Revenue Account" in the Special Revenue Fund. Funds for this account are made available in the Police Property Management Unit, as unclaimed evidence, in accordance with Florida Statute 705.105 outlined above.

Unclaimed evidence totaling \$9,700 has been in the custody of the Police Property Management Unit past the sixty (60) day waiting period. These funds have now been placed in the Police Special Revenue Account Fund, as provided in Resolution 90-19931, passed on March 7, 1990.

The Administration recommends that the Mayor and City Commission adopt the Second Budget Amendment to the Police Special Revenue Account for Fiscal Year 2004/05, and appropriate the amount of \$9,700 to provide funds for the purchase of miscellaneous items for the Police Department listed on Exhibit "A".

JMG:DD:lc

RESOLUTION No.
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE SECOND BUDGET AMENDMENT TO THE POLICE SPECIAL REVENUE ACCOUNT FOR FISCAL YEAR 2004/05 IN THE AMOUNT OF \$9,700, SUCH ACCOUNT FUNDED BY UNCLAIMED EVIDENCE CURRENTLY HELD IN THE POLICE SPECIAL REVENUE ACCOUNT.

WHEREAS, Section 705.105, Florida Statutes, "Procedures for Unclaimed Evidence", provides that title to unclaimed evidence in the custody of the court from a criminal proceeding or seized as evidence by and in the custody of a law enforcement agency, shall vest permanently in the law enforcement agency sixty (60) days after the conclusion of the proceedings; and

**WHEREAS**, such funds have been in the custody of the Police Property Management Unit past the sixty (60) day waiting period, and these funds have now been placed in the Police Special Revenue Account Fund, as provided by Resolution No. 90-19931, adopted on March 7, 1990.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that \$9,700, which is currently being held in the Police Special Revenue Account, be appropriated for the Second Budget Amendment to the Police Special Revenue Budget for the 2004/05 fiscal year for the purchase of items listed on Exhibit "A".

		JRRENT J <b>DGET</b>	INC	CREASE	_	AMENDED BUDGET	
	\$	43,700	\$	9,700		\$ 53,400	
PAS	SED	AND ADOP	TEDTH	IIS	DAY OF_		,2005
ATTEST B	Y:			MAYO	R		
City Clerk Funding a		oved:			APPROVE FORM & U & FOR EX	MGUAGE	
Office of M and Budge		agement		4	W HOULL	6-27. Date	-05

### **EXHIBIT "A"**

### MIAMI BEACH POLICE DEPARTMENT SPECIAL REVENUE ACCOUNT SECOND AMENDMENT FISCAL YEAR 2004/05

6,000 PROMOTIONAL ACTIVITIES- additional funds required and related to law enforcement programs sponsored by the Chief of Police including items/programs which are not funded with general funds. These items/ programs including, but not limited to, Big Brothers/Big Sisters, Take Your Child to Work Day, miscellaneous expenses such as activities related to the Police Memorial Services, Miami Beach Chamber of Commerce, the American Heart Association, Annual Read Aloud Crowd, Learning For Life, Muy Bien Bilingual Program Community Crusade Against Drugs, the South Beach Hispanic Chamber of Commerce, Unidad, Kiwanis Special Activities, and Boys and Girls Club events. The primary purpose of these funds are for miscellaneous expenses related to activities for Police initiatives, memorial services, special youth programs, and other philanthropic, community organizations. MISCELLANEOUS OPERATING SUPPLIES, EQUIPMENT AND BUILDING 3,700 ITEMS which were unforeseen and not budgeted for during FY 2004/05.

TOTAL

9,700

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## CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



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A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, accepting the donation of 400 Universal Gun Cleaning Kits, at a value of \$5 each for a total of \$2000 from David Collins to be utilized for cleaning and maintaining departmentally issued firearms.

### Issue:

Shall the City Commission adopt the Resolution?

### Item Summary/Recommendation:

Mr. David Collins a Miami Beach resident and President of DAC Technologies Group, 1601 Westpark Drive #2, Little Rock, Arkansas agreed to donate to the Miami Beach Police Department, 400 Universal Gun Cleaning Kits at a value of \$5 each for a total of \$2000. The kits will be given to our sworn personnel to clean and maintain their issued service firearms.

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N/A

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1			
	2		1,	
	3			
:	4			
Finance Dept.	Total			1

### City Clerk's Office Legislative Tracking:

Michael Gruen, Miami Beach Police Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
X300)		June
		77 0

AGENDA ITEM <u>C7H</u>

DATE <u>7-6-05</u>

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



**Date:** July 6, 2005

#### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE DONATION OF 400 UNIVERSAL GUN CLEANING KITS AT A VALUE OF \$5 EACH FOR A TOTAL OF \$2000 FROM DAVID COLLINS, TO BE UTILIZED FOR CLEANING AND MAINTAINING DEPARTMENTALLY ISSUED FIREARMS

**ADMINISTRATION RECOMMENDATION** 

Adopt the Resolution.

### **ANALYSIS**

Mr. David Collins a Miami Beach resident and President of DAC Technologies Group, 1601 Westpark Drive, #2, Little Rock, Arkansas, agreed to donate to the Miami Beach Police Department, 400 universal gun cleaning kits at a value of \$5 each for a total of \$2000. The kits will be given to our sworn personnel to clean and maintain their issued service firearms.

The Administration recommends that the Mayor and City Commission adopt the Resolution and accept Mr. Collins kind and generous donation to the Miami Beach Police Department.

DWD/RM:MG

F:\POLI\ADMI\\$OPR\GRUEN05\Commission Memorandum Gun Cleaning Kits.doc

RESOLUTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE DONATION OF 400 UNIVERSAL GUN CLEANING KITS, AT A VALUE OF \$5 EACH FOR A TOTAL OF \$2000 FROM DAVID COLLINS, TO BE UTILIZED FOR CLEANING AND MAINTAINING DEPARTMENTALLY ISSUED FIREARMS.

WHEREAS, the Miami Beach Police Department issues service firearms to sworn personnel which require continual cleaning and maintenance utilizing universal type firearms cleaning kits; and,

WHEREAS, David Collins wishes to donate 400 universal gun cleaning kits at a value of \$5 each for a total of \$2000 to the Miami Beach Police Department; and,

WHEREAS, the gun cleaning kits will be given to the Miami Beach Police Department sworn personnel to be utilized for cleaning and maintaining their issued service firearms; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, herein accepts a donation 400 gun cleaning kits for a total value of \$2000 from David Collins, to be utilized by Miami Beach Police Department sworn personnel.

PASSED and ADOPTED this	day of	,2005.
	MAY	OR
ATTEST:	APPROVED AS TO	
	FORM & LANGUAGE	
	& FOR EXECUTION:	
<u> </u>	MIH Wh 6-29.0	5 .
CITY CLERK	Chy Automer Date	

### **CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY**



Ca	nd	٥n	sec	4	Titl	ο.
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A resolution authorizing the Mayor, or his designee, and the City Clerk to execute a Mutual Aid Agreement with the Cities of Opa Locka, Miami Springs, and the Village of Biscayne Park, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit.

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Shall the City Commission execute the Mutual Aid Agreements?

Item Summary/Recommendation:

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the Cities of Opa Locka, Miami Springs, and the Village of Biscayne Park, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are or are likely to be beyond the control of personnel, equipment or facilities of the Miami Beach Police Department or the Cities of Opa Locka and Miami Springs believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

Adv	isory	<b>Board</b>	Recomme	endation:

### Financial Information:

Source of	Amo	unt Account	Approved
Funds:	1		
	2		
	3		
	4		
Finance Dept.	Total		

	City	Clerk's	Office	Legislative	Tracking
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Sian\_Offe:

Department Director	Assistant City Manager	City Manager
		2
		for

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## CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 6, 2005

### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITIES OF OPA LOCKA, MIAMI SPRINGS, AND THE VILLAGE OF BISCAYNE PARK, FLORIDA, FOR THE PURPOSE OF

COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND

MUTUAL AID BENEFIT.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### <u>ANALYSIS</u>

The City of Miami Beach and the Cities of Opa Locka, Miami Springs, and the Village of Biscayne Park, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Cities of Opa Locka and Miami Springs Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

### CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DWD/RM/MG

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RESOLUTION NO.	RESOLUTION NO.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITIES OF OPA LOCKA. MIAMI SPRINGS, AND THE VILLAGE OF BISCAYNE PARK, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and the City of Opa-Locka, the City of Miami Springs and the Village of Biscayne Park, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the other cities mentioned above; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the above mentioned cities; and

**WHEREAS**, the City of Miami Beach, the City of Opa-Locka, the City of Miami Springs and the Village of Biscayne Park have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute a Mutual Aid Agreement with the City of Opa-Locka, the Village of Biscayne Park, the City of Miami Springs and the Village of Biscayne Park, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits.

PASSED and ADOPTED this _	day of	, 2005.
		MAYOR
ATTEST:	FORM &	VED AS TO LANGUAGE EXECUTION:
CITY CLERK	M A	Juli 6-30-05
T:\AGENDA\2005\Jun0805\Consent\Mutual Aid Agreement-reso.doc	Only Marin	20

### **MUTUAL AID AGREEMENT**

# Between the Miami Beach Police Department and the City of Miami Springs Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of Miami Springs, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of Miami Springs**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

- 1. Short title: Mutual Aid Agreement
- 2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

### 3. Definitions:

A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of Miami Springs Police Department.
- C. Agency Head: Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of Miami Springs Police Department, or the Chief's designees.
- D. Participating municipal police department: The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees**: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

### 4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

- 5. Powers, Privileges, Immunities, and Costs:
  - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
  - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

- said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- 7. Forfeitures: It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
- 8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
- 9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2006**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
- 10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this 15 <sup>th</sup> day of June, 2005.		
JORGE M. GONZALEZ City Manager City of Miami Beach, FL	BILLY BAIN Mayor City of Miami Springs, FL	
•		
ATTEST:	ATTEST:	
	Magali Valls	
Robert Parcher	Magali Valls	
CITY CLERK City of Miami Beach, FL	CITY CŁERK City of Miami Springs, FL	
	$\bigcap$	
APPROVED AS TO FORM AND		
LANGUAGE AND FOR EXECUTION:		
U/Mal-	JULK Seider	
Murray H. Dubbin	Jan K. Seiden	
City Attorney (27)	City Attorney	

City of Miami Beach, FL

City of Miami Springs, FL

# JOINT DECLARATION OF THE CHIEF OF THE CITY OF MIAMI SPRINGS POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Miami Springs, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

- 1. Joint multi-jurisdictional criminal investigations.
- 2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- 3. Any natural disaster.
- 4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- 5. Terrorist activities including, but not limited to, acts of sabotage.
- 6. Escapes from or disturbances within detention facilities.
- 7. Hostage and barricaded subject situations, and aircraft piracy.
- 8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
- 9. Enemy attack.

- 10. Transportation of evidence requiring security.
- 11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12. Security and escort duties for dignitaries.
- 13. Emergency situations in which one agency cannot perform its functional objective.
- 14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
- 15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
- 16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- 17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE:	DATE: JUNE 15, 2005	
DONALD W. De LUCCA Chief of Police Miami Beach Police Department Miami Beach, Florida	H. RANDAL DILLING Chief of Police Miami Springs Police Department City of Miami Springs, Florida	
ATTEST:	ATTEST:	
Robert Parcher CITY CLERK City of Miami Beach, FL	Magali(Valls CITY CLERK City of Miami Springs, Florida	

### **MUTUAL AID AGREEMENT**

# Between the Miami Beach Police Department and the City of Opa-Locka Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of Opa-Locka, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of Opa-Locka**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

- 1. Short title: Mutual Aid Agreement
- 2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

### Definitions:

A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. Agency or participating law enforcement agency: Either the City of Miami Beach Police Department or the City of Opa-Locka Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of Opa-Locka Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees**: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

### 4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

- 5. Powers, Privileges, Immunities, and Costs:
  - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
  - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

- said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- 7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
- 8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
- 9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2006**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
- 10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this _	day of	_, 2005.
JORGE M. GONZALEZ City Manager City of Miami Beach, FL	Mayor City of Opa-Locka, FL	
ATTEST:	ATTEST:	
Robert Parcher CITY CLERK City of Miami Beach, FL	CITY CLERK City of Opa-Locka, FL	
APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION:  Murray H. Dubbin		<u> </u>
City Attorney (D) City of Miami Beach, FL	City Attorney City of Opa-Locka, FL	

# JOINT DECLARATION OF THE CHIEF OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Opa-Locka, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

- 1. Joint multi-jurisdictional criminal investigations.
- 2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- Any natural disaster.
- 4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- 5. Terrorist activities including, but not limited to, acts of sabotage.
- 6. Escapes from or disturbances within detention facilities.
- 7. Hostage and barricaded subject situations, and aircraft piracy.
- 8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
- 9. Enemy attack.

- 10. Transportation of evidence requiring security.
- 11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12. Security and escort duties for dignitaries.
- 13. Emergency situations in which one agency cannot perform its functional objective.
- 14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
- 15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
- 16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- 17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE:	DATE:	
DONALD W. De LUCCA Chief of Police Miami Beach Police Department Miami Beach, Florida	Chief of Police Opa-Locka Police Department City of Opa-Locka, Florida	
ATTEST:	ATTEST:	
Robert Parcher CITY CLERK City of Miami Beach, FL	CITY CLERK City of Opa-Locka, Florida	

### MUTUAL AID AGREEMENT

# Between the Miami Beach Police Department and the Village of Biscayne Park Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Village of Biscayne Park, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **Village of Biscayne Park**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

- 1. Short title: Mutual Aid Agreement
- 2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

### 3. Definitions:

A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the Village of Biscayne Park Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the Village of Biscayne Park Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees**: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

### 4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

- 5. Powers, Privileges, Immunities, and Costs:
  - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
  - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

- 7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
- 8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
- 9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 20**98, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
- 10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this	day of, 2005.
JORGE M. GONZALEZ City Manager	Village Manager
City of Miami Beach, FL	Village of Biscayne Park, FL
ATTEST:	ATTEST:
Robert Parcher	
CITY CLERK City of Miami Beach, FL	VILLAGE CLERK Village of Biscayne Park, FL
APPROVED AS TO FORM AND	
LANGUAGE AND FOR EXECUTION:	
My Haluba-	
City Attorney (A)	Village Attorney
City of Miami Beach, FL	Village of Biscayne Park, FL

# JOINT DECLARATION OF THE CHIEF OF THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the Village of Biscayne Park, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

- 1. Joint multi-jurisdictional criminal investigations.
- 2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- 3. Any natural disaster.
- 4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- 5. Terrorist activities including, but not limited to, acts of sabotage.
- 6. Escapes from or disturbances within detention facilities.
- 7. Hostage and barricaded subject situations, and aircraft piracy.
- 8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
- 9. Enemy attack.

- 10. Transportation of evidence requiring security.
- 11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12. Security and escort duties for dignitaries.
- 13. Emergency situations in which one agency cannot perform its functional objective.
- 14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
- 15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
- 16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- 17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE:	DATE:	
DONALD W. De LUCCA Chief of Police Miami Beach Police Department Miami Beach, Florida	Chief of Police Biscayne Park Police Department Village of Biscayne Park, Florida	
ATTEST:	ATTEST:	
Robert Parcher CITY CLERK City of Miami Beach, FL	CITY CLERK Village of Biscayne Park, Florida	

### CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



### Condensed Title:

A Resolution authorizing the execution of an Interlocal Agreement with the Metropolitan Planning Organization (MPO), in the amount of \$111,546, for the MPO's share of the estimated \$275,000 Coastal Communities Transportation Master Plan (CCTMP) study.

#### ssue:

Shall the City execute an Interlocal Agreement with the MPO for the CCTMP Study funds, on behalf of the participating coastal municipalities?

### Item Summary/Recommendation:

The City must execute an Interlocal Agreement with the MPO to receive the \$111,546 in MPO grant funds (awarded on May 19, 2005). The estimated cost for the CCTMP study is \$275,000. The MPO grant funds would reduce the remaining local match funded by the participating coastal municipalities to \$163,454. Five (5) participating municipalities have officially confirmed their funding participation. The City of North Bay Village has scheduled the item for consideration at their July 12, 2005 Commission meeting.

Once the Interlocal Agreement is executed, Miami Beach will serve as the project manager and administrator for the CCTMP study. We have began soliciting/coordinating the involvement of the participating municipalities in each of the following steps: Issuance of RFQ; Establishment of a RFQ Evaluation Committee with a representative member from each municipality; Negotiation of agreement with the successful consulting firm/notice of proceed; Establishment of a CCTMP Technical Steering Committee comprised of a Miami Beach Project Manager, an MPO Project Manager, one member from each participating municipality, and from FDOT and MDT Planning Departments.

Resolutions No. 2005-25826 and No. 2005-25923, dated February 23 and June 8, 2005, respectively, have addressed the funds appropriation and advancement of funds from the Miami Beach Concurrency Mitigation Program Fund.

The Administration recommends adopting the Resolution.

### Advisory Board Recommendation:

N/A

### Financial Information:

Source of	Amo	ount A	ccount Approved
Funds:	1		The second secon
	3		
	4		·
Finance Dept.	Total		

City Clerk's Office Legislative Tracking:

Robert Halfhill/Amelia Johnson

Sian-Offs:

Department Director	Assistant City Manager	City Marrager
FHB	ACM .	JMG

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### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



#### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

Date: July 6, 2005

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE METROPOLITAN PLANNING ORGANIZATION (MPO), IN THE AMOUNT OF \$111,546, FOR THE MPO'S SHARE OF THE \$275,000 COASTAL

COMMUNITIES TRANSPORTATION MASTER PLAN STUDY.

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **ANALYSIS**

The City must execute an Interlocal Agreement with the MPO to receive the \$111,546 in MPO grant funds (awarded on May 19, 2005). The estimated cost for the CCTMP study is \$275,000. The MPO grant funds would reduce the remaining local match funded by the participating coastal municipalities to \$163,454. The Interlocal agreement prepared by the MPO is included as Attachment (A) for your review.

The estimated cost share among the CCTMP participating communities based on population distribution is as follows:

			Amended
<u>Municipality</u>	<u>Population</u>	<u>Distribution</u>	Matching Funds
City of Aventura	26,142	17.3%	28,342
Town of Bal Harbour Village	3,309	2.2%	3,587
Town of Bay Harbor Islands	5,118	3.4%	5,549
City of Miami Beach	88,972	59.0%	96,458
City of North Bay Village	6,689	4.4%	7,252
City of Sunny Isles Beach	15,477	10.3%	16,779
Town of Surfside	5,061	3.4%	5,487
	150,768	100.0%	<del>\$163,454</del>

The Administration is pleased to report that the communities of Aventura, Sunny Isles, Bal Harbour, Bay Harbor and Surfside have officially responded to our City's request for financial participation in the Coastal Communities Transportation Master Plan (CCTMP).

Upon execution of the Interlocal Agreement, Miami Beach will serve as the project manager and administrator for the CCTMP study. We have began soliciting and coordinating the involvement of the participating municipalities in each of the following steps.

- Issue a Request for Qualifications (RFQ) for transportation planning/traffic engineering consulting firms for the preparation of the CCTMP, on behalf of all participating municipalities.
- Establish an RFQ Evaluation Committee with representative members from all participating municipalities. Three (3) firms will be shortlisted and ranked as well as recommended to the Miami Beach City Commission in accordance with Florida Statute 287.055.
- The RFQ Evaluation Committee members will be invited to participate in contract negotiations.
- After successful negotiations, the City of Miami Beach will enter into a Professional Services Agreement with the chosen consulting firm, which is given a Notice to Proceed.
- A designated CCTMP Technical Steering Committee (TSC) comprised of representatives from each participating municipality will meet with the consultant on a regular basis to review the work being performed and give input. Miami Beach proposes the following TSC membership:

One Miami-Beach Project Manager

One MPO Project Manager

One technical representative from each of the remaining six (6) municipalities.

One member from the FDOT Planning Department

One member from Miami-Dade Transit (MDT) Planning Department.

The Miami Beach Concurrency Mitigation Program Fund is recommended as the appropriate source of funding for the \$275,000 CCTMP study. This amount is contingent upon partial reimbursement from the \$111,546 MPO grant funds as well as by contributions from each participating municipalities. Resolutions 2005-25826 and 2005-25923 which previously addressed fund appropriation and advancement issues are included at Attachments (B) and (C).

The Administration recommends adopting the Resolution.

### JG/RM/FB/RTH/FV/aj

Attachments:

- (A) Interlocal Agreement between Miami Beach and Metropolitan Planning Organization
- (B) Resolution No. 2005-25826, dated February 23, 2005
- (C) Resolution No. 2005-25923, dated June 8, 2005

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Interlocal Agreement is being Developed

### **RESOLUTION NO. 2005-25826**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO SUBMIT A GRANT APPLICATION FOR \$150,000 MUNICIPAL GRANT PROGRAM OF THE MIAMI-DADE COUNTY METROPOLITAN PLANNING COMMUNITIES COASTAL FOR Α (MPO). ORGANIZATION TRANSPORTATION MASTER PLAN STUDY, WHICH IS ESTIMATED TO COST \$275,000; AUTHORIZING THE APPROPRIATION OF \$125,000 IN CONCURRENCY MITIGATION FUNDS AS THE MINIMUM REQUIRED LOCAL CASH MATCH, IF THE GRANT IS AWARDED; AND WITH THE UNDERSTANDING THAT THE STUDY SHALL BE CONDUCTED BY THE MPO, ON BEHALF OF THE SEVEN COASTAL COMMUNITIES INVOLVED IN THE EFFORT.

WHEREAS, the coastal communities in northeastern Miami-Dade County, Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor Islands, Surfside, North Bay Village, and Miami Beach, are interested in the development of a transportation master plan that addresses traffic and transportation on the barrier islands in order to produce short, mid, and long term multi-modal solutions to transportation issues; and

WHEREAS, in the late 1990's the Miami Beach Municipal Mobility Plan was developed to mitigate issues on Miami Beach, and the vast majority of the 44 projects recommended in this Plan have been or are being implemented; and

WHEREAS, the Plan is in need of updating and must be expanded to examine transportation in coastal Miami-Dade County in a more coordinated and sub-regional manner through a highly coordinated effort between the cities, Florida Department of Transportation (FDOT), the Miami-Dade Metropolitan Planning Organization (MPO), Miami-Dade County and the South Florida Regional Planning Council is needed; and

WHEREAS, the City desires to submit a joint application with the coastal communities for the MPO to help fund and prepare the subject Coastal Communities Transportation Master Plan Study, which total cost is estimated to be \$275,000

WHEREAS, the MPO 2006 Municipal Grant Program itself is funded only at \$150,000, and will require a minimum \$125,000 local cash match from Miami Beach; and

WHEREAS, the Miami Beach Concurrency Mitigation Fund is the appropriate source to fund the \$125,000 local match; and

WHEREAS, the Administration will strive to collect the pro-rata share of the \$125,000 local matching funds from the communities involved.

ATTACHMENT (B)

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Administration to submit a grant application for \$150,000 to the Municipal Grant Program of the Miami-Dade County Metropolitan Planning Organization (MPO), for a Coastal Communities Transportation Master Plan Study, which is estimated to cost \$275,000; authorizing the appropriation of \$125,000 in Concurrency Mitigation Funds as the minimum required local cash match, if the grant is awarded; and with the understanding that the Study will be conducted by the MPO, on behalf of the seven coastal communities involved in the effort.

PASSED and ADOPTED this the 23rd day of February 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

My Allerman 3-12-05

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## RESOLUTION NO. <u>2005-25923</u>

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE REQUEST FOR **QUALIFICATIONS** (RFQ) TRANSPORTATION PLANNING / TRAFFIC ENGINEERING FIRMS INTERESTED IN CONDUCTING A "COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN" STUDY FOR SEVEN COASTAL MUNICIPALITIES IN NORTHEAST MIAMI-DADE COUNTY, UNDER MIAMI BEACH LEADERSHIP, WHICH STUDY IS ESTIMATED TO COST \$275,000; AUTHORIZING THE ADVANCEMENT OF \$111,546 IN CONCURRENCY MITIGATION FUNDS (CMF) FOR SUBSEQUENT REIMBURSEMENT BY THE METROPOLITAN **PLANNING** ORGANIZATION FUNDS AWARDED FOR THE STUDY: FURTHER AUTHORIZING THE **APPROPRIATION** ADDITIONAL \$38,454 IN CONCURRENCY MITIGATION FUNDS. OVER AND ABOVE THE \$125,000 PREVIOUSLY APPROPRIATED BY RESOLUTION NO. 2005-25826, DATED FEBRUARY 23, 2005, TO FUND THE \$163,454 REVISED LOCAL MATCH REQUIREMENT: WHICH LOCAL MATCH SHALL BE PARTLY REIMBURSED BY CONTRIBUTIONS TO BE RECEIVED FROM THE MUNICIPALITIES INVOLVED IN THE COASTAL COMMUNITIES STUDY.

WHEREAS, pursuant to a coastal communities meeting hosted by the City of Miami Beach on January 10, 2005, representatives from Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor, Surfside, and North Bay Village discussed the need to develop a sub-regional plan to be known as the "Coastal Communities Transportation Master Plan" (CCTMP); and

WHEREAS, the coastal communities referenced above agreed to submit, under Miami Beach leadership, a joint grant application to the Metropolitan Planning Organization (MPO) to help fund the study concerning the proposed Plan, which study is above estimated to cost \$275,000; and

WHEREAS, as authorized by City of Miami Beach Resolution No. 2005-25826, dated February 23, 2005, the Administration submitted a \$150,000 grant application to the MPO's Municipal Grant Program (MGP), and appropriated \$125,000 in Concurrency Mitigation Funds to cover the envisioned local match; and

WHEREAS, the MPO Selection Committee awarded \$61,546 in Fiscal Year (FY) 2005-06 MGP funds to the CCTMP; and, as a separate action, the MPO Director also allocated \$50,000 in unused FY 2004-05 Unified Planning Work Program funds towards the origin-destination survey component of the CCTMP, bringing the total proposed MPO contribution up to \$111,546; and

WHEREAS, the estimated \$275,000 cost of the CCTMP minus the \$111,546 in MPO funds result in a revised local match of \$163,454 to be shared by the seven participating municipalities; by virtue of the largest share of population, the City of Miami Beach will address the largest proportion of the \$163,454 revised local match; and

**WHEREAS**, the Administration requests City Commission authorization to do the following:

- Issue a Request for Qualifications (RFQ) for the preparation of this vital sub-regional transportation master plan; and
- Advance \$111,546 in Concurrency Mitigation Funds to be subsequently reimbursed by the MPO funds; and
- Appropriate an additional \$38,454 in Concurrency Mitigation Funds (CMF) to cover the difference between the original \$125,000 appropriation and the revised local match requirement at \$163,454; this local match shall be partly reimbursed by contributions to be received from the participating coastal municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the issuance of a Request For Qualifications (RFQ) from transportation planning / traffic engineering firms interested in conducting a "Coastal Communities Transportation Master Plan" study for seven coastal municipalities in northeast Miami-Dade County, under Miami Beach leadership, which study is estimated to cost \$275,000; authorize the advancement of \$111,546 in Concurrency Mitigation Funds (CMF) for subsequent reimbursement by the Metropolitan Planning Organization grant funds awarded for the study; and further authorize the appropriation of an additional \$38,454 in Concurrency Mitigation Funds, over and above the \$125,000 previously appropriated by Resolution No. 2005-25826, dated February 23, 2005, to fund the \$163,454 revised local match requirement; which local match shall be partly reimbursed by contributions to be received from the municipalities involved in the coastal communities study.

	Jacolai Johnnamiloo Jiday.	
PASSED AND ADOPTED	this the 8th day of June	, 2005.
ATTEST:	MAYOR	
CITY CLERK	ADDE	ROVED AS T
	AFF	CAEDWOIL

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney Date

<b>RESOL</b>	UTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE METROPOLITAN PLANNING ORGANIZATION (MPO), IN THE AMOUNT OF \$111,546, FOR THE MPO'S SHARE OF THE \$275,000 COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN STUDY.

WHEREAS, pursuant to a coastal communities meeting hosted by the City of Miami Beach on January 10, 2005, representatives from Aventura, Sunny Isles Beach, Bal Harbour Village, Bay Harbor Islands, Surfside, and North Bay Village discussed the need to develop a sub-regional plan to be known as the "Coastal Communities Transportation Master Plan (CCTMP);" and

**WHEREAS**, the coastal municipalities agreed to submit, under Miami Beach leadership, a joint grant application to the Metropolitan Planning Organization (MPO) to help fund the CCTMP, which is estimated to cost \$275,000; and

WHEREAS, as authorized by Resolution No. 2005-25826, dated February 23, 2005, the Administration submitted a \$150,000 grant application to the MPO's Municipal Grant Program (MGP), and appropriated \$125,000 in Concurrency Mitigation Funds to cover the envisioned local match; and

WHEREAS, on May 19, 2005, the MPO Governing Board awarded \$61,546 in Fiscal Year (FY) 2005-06 MGP funds to the CCTMP; and, as a separate action, the MPO Director also allocated \$50,000 in FY 2004-05 Unified Planning Work Program funds towards the origin-destination survey component of the CCTMP, bringing the total contribution up to \$111,546; and

WHEREAS, the estimated \$275,000 cost of the CCTMP minus the \$111,546 in MPO funds result in a revised local match of \$163,454 to be shared by the seven participating municipalities, with Miami Beach addressing the largest proportion of the \$163,454, due to its largest share of population; and

WHEREAS, Resolution No. 2005-25923, dated June 8, 2005, authorized the issuance of a Request for Qualifications (RFQ) for CCTMP preparation; advanced \$111,546 in Concurrency Mitigation Funds to be subsequently reimbursed by the MPO funds; and appropriated an additional \$38,454 in Concurrency Mitigation Funds (CMF) to cover the difference between the original \$125,000 appropriation and the revised local match requirement at \$163,454; this local match will be partly reimbursed by contributions to be received from the participating coastal municipalities; and

WHEREAS, in order to receive the \$111,546 in MPO funds, the attached Interlocal Agreement needs to be approved and executed by the City and the MPO.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute an Interlocal Agreement with the Metropolitan Planning Organization (MPO), in the amount of \$111,546, for the MPO's share of the \$275,000 Coastal Communities Transportation Master Plan (CCTMP) study.

PASSED AND ADOPTED this the	day of	, 2005.
	MAYOR	
ATTEST:		
CITY CLERK		

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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### INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this	day of	, 2005, by and
between the Miami-Dade Metropolitan Planning	Organization (MPO), h	nereinafter called the MPO
and the City of Miami Beach, hereinafter called M	MIAMI BEACH.	

That the MPO did determine that **MIAMI BEACH** is fully qualified to render the services contracted.

### WITNESSETH:

ARTICLE 1.00: The MPO does hereby retain MIAMI BEACH to furnish certain services in connection with the <u>Coastal Communities Transportation Master Plan Study</u>, as described in Exhibit "A": "Scope of Services", Exhibit "B": "Project Schedule" and Exhibit "C": "Project Budget" attached hereto and made a part hereof as though fully recited herein.

ARTICLE 2.00: The MPO and MIAMI BEACH mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Project Schedule, and Exhibit "C" Project Budget. The MPO agrees to furnish MIAMI BEACH and its duly designated representatives information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices.

MIAMI BEACH agrees to perform, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the MPO Director or his designee shall execute and issue *MIAMI BEACH* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *Coastal Communities Transportation Master Plan Study* as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by MIAMI BEACH shall be commenced subsequent to the execution of this Agreement and issuance of the Notice-to-Proceed by the MPO Director or his designee, and shall be completed within fourteen months from the date of execution and

issuance of the Notice-to-Proceed.

ARTICLE 4.00: MIAMI BEACH agrees to provide Project Schedule progress reports on a

monthly basis and in a format acceptable to the MPO Director. The MPO Director shall be entitled

at all times to be advised, at his request, as to the status of work being done by MIAMI BEACH and

of the details thereof. Coordination shall be maintained by MIAMI BEACH with representatives of

the MPO. Either parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the MPO as to the approval of any of

the materials submitted by MIAMI BEACH or if there are delays occasioned by circumstances

beyond the control of MIAMI BEACH which delay the Project Schedule completion date, the MPO

Director or his designee may grant MIAMI BEACH, by a letter an extension of the contract time,

equal to the aforementioned delays, provided there are no changes in compensation or scope of

work.

It shall be the responsibility of MIAMI BEACH to ensure at all times that sufficient contract time

remains within which to complete services on the project and each major Task Group as designated

on the Exhibits. In the event there have been delays which would affect the project completion date

or the completion date of any major Task Group, MIAMI BEACH shall submit a written request to

the MPO Director or his designee twenty (20) days prior to the schedule completion date which

identifies the reason(s) for the delay and the amount of time related to each reason. The MPO

Director or his designee will review the request and make a determination as to granting all or part

of the requested extension. Scheduled completion dates shall be determined by the elapsed times

shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and **MIAMI BEACH** has not requested, or if the MPO Director or

his designee has denied an extension of the completion date, partial progress payments will be

Coastal Communities CCTMP Interlocal Agreement Study 6/28/2005

stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the MPO Director or his designee.

ARTICLE 6.00: MIAMI BEACH shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Director, such specialists as MIAMI BEACH may consider necessary. MIAMI BEACH, however, shall not sublet, assign or transfer any work under this Agreement to firms, other cities, or individuals without the written consent of the MPO Director or his designee.

ARTICLE 7.00: MIAMI BEACH shall not be liable for use by the MPO of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered <u>research</u> and shall become the property of the MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

**SUB-ARTICLE 8.10:** Records of costs incurred by **MIAMI BEACH** and all subconsultants performing work on the project, and all other records of **MIAMI BEACH** and subconsultants considered necessary by the MPO for proper audit of project costs, shall be furnished to the MPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statues*, *whichever is more restrictive*.

MIAMI BEACH shall allow public access to all documents, papers, letters, or other material

subject to the provisions of Chapter 119, Florida Statutes, and made or received by *MIAMI BEACH* in conjunction with this Agreement. Failure by *MIAMI BEACH* to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Director.

ARTICLE 9.00: MIAMI BEACH shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance or work under this contract.

ARTICLE 10.00: The MPO agrees to pay MIAMI BEACH compensation as per Article 16.00 of this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The MPO Director may terminate this Agreement in whole or in part at any time the interest of the MPO requires such termination.

**SUB-ARTICLE 11.10:** If the MPO Director determines that the performance of **MIAMI BEACH** is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **MIAMI BEACH** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the MPO Director requires termination of the Agreement for reasons other than unsatisfactory performance of MIAMI BEACH, the MPO Director shall notify MIAMI BEACH of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30:If the Agreement is terminated before performance is completed, MIAMI BEACH shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total agreement amount based on work satisfactorily

completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural.

All words used in the plural form shall extend to and include the singular. All words used in any

gender shall extend to and include all genders.

ARTICLE 13.00:MIAMI BEACH warrants that it has not employed or retained any company or

person, other than a bona fide employee working solely for MIAMI BEACH, to solicit or secure

this Agreement, and that it has not paid or agreed to pay any person, company, corporation,

individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon

or resulting from the award or making of this Agreement. It is understood and agreed that the term

"fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the MPO Director shall

have the right to terminate this Agreement without liability, and, at its discretion, to deduct

from the contract price, or otherwise recover, the full amount of such fee, commission,

percentage, gift or consideration.

ARTICLE 14.00:MIAMI BEACH agrees that it shall make no statements, press releases or

publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to

be disclosed any of the data or other information obtained or furnished in compliance with this

Agreement, or any particulars thereof, during the period of this Agreement, without first notifying

the MPO Director or his designee and securing its consent. MIAMI BEACH also agrees that it

shall not copyright or patent any of the data and/or information furnished in compliance with this

Agreement, it being understood that, under Article 8.00 hereof, such data or information is the

property of the MPO. This Section shall not be construed to limit or restrict public access to

documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

Coastal Communities CCTMP Interlocal Agreement Study 6/28/2005

ARTICLE 15.00: The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00:Method of compensation - It is mutually agreed and understood that the following provision shall be applicable to this Agreement. MIAMI BEACH shall invoice monthly in a format acceptable to the MPO Director or his designee and shall be paid as a percent of the fixed fee equal to the portion of the service complete pursuant to each Task Order executed in accordance with Article 2.00. MIAMI BEACH shall invoice 100% of the fixed fee upon completion of all Task Orders, as indicated under Exhibit "C". The compensation to be paid to MIAMI BEACH shall not exceed \$111,546.00 or 80% of the total project cost, whichever is less, as indicated in Article 10.00 hereof.

SUB-ARTICLE 16.10: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the MPO Director shall determine that reported costs by MIAMI BEACH reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO Director or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - MIAMI BEACH covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. MIAMI BEACH agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The MPO Director reserves the right to cancel and terminate this Agreement in the event MIAMI BEACH or any employee, servant, or agent of MIAMI BEACH is indicted or has

direct information issued against him for any crime arising out of or in conjunction with any work

being performed by MIAMI BEACH for or on behalf of the MPO, without penalty. It is understood

and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data

prepared or obtained under this Agreement shall immediately be turned over to the MPO Director in

conformity with the provisions of Article 8.00 hereof. MIAMI BEACH shall be compensated for

its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within

Florida Statutes Section 768.28, MIAMI BEACH shall indemnify and save harmless the MPO

from any and all claims, liability, losses and causes of action arising out of MIAMI BEACH'S

negligence or other wrongful acts in the performance of this agreement. However, nothing herein

shall be deemed to indemnify the MPO for any liability or claims arising out of the negligence,

performance, or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes

Section 768.28, the MPO shall indemnify and save harmless MIAMI BEACH from any and all

claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful

acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify

MIAMI BEACH for any liability or claims arising out to the negligence, performance, or lack of

performance of MIAMI BEACH.

**ARTICLE 20.00:** This Agreement shall be governed by and construed in accordance with the laws

of the State of Florida.

ARTICLE 21.00:

Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Project Schedule

Exhibit "C", Project Budget

Coastal Communities CCTMP Interlocal Agreement Study 6/28/2005

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. IN WITNESS WHEREOF, the parties hereto have executed these presents this day of \_\_\_\_\_\_, 2005. ATTEST: MIAMI-DADE COUNTY FLORIDA By The Governing Board of Metropolitan Planning Organization (MPO) By: Print Name Director, MPO Secretariat ATTEST: CITY OF MIAMI BEACH By: \_\_\_\_\_ Print Name: David Dermer **MAYOR** By: Print Name: Robert Parcher **CITY CLERK** 

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney por Date

# EXHIBIT "A" SCOPE OF SERVICES FOR THE COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN

# INTRODUCTION / BACKGROUND:

The City of Miami Beach, in a joint effort with its neighboring coastal communities in northeastern Miami-Dade County (City of Aventura, City of Sunny Isles Beach, Town of Bal Harbour Village, Town of Bay Harbor Islands, Town of Surfside, and City of North Bay Village) is interested in the development of a transportation master plan that assesses the current traffic and transportation issues on the barrier islands. The goal of this plan is to produce short, mid, and long term multi-modal solutions to transportation issues, on a sub-regional basis.

In the late 1990's the Miami Beach Municipal Mobility Plan (MMP) was developed to mitigate issues within Miami Beach boundaries. Most of the 44 projects recommended in this plan have already been implemented, or are undergoing different stages of implementation.

To truly provide a higher level of planning, the Mobility Plan must be expanded to examine transportation in coastal Miami-Dade County, in a more coordinated and regional manner. It is recognized that the immediately affected communities do not exist in a vacuum. What is done in one will have far reaching impacts, not only on each city's immediate neighbors, but on mainland Miami-Dade County. It is for this reason that a highly coordinated effort between the cities, Florida Department of Transportation (FDOT), the Metropolitan Planning Organization (MPO), Miami-Dade County and the South Florida Regional Planning Council is needed.

This effort strives to set an example as a targeted sub-regional attempt at transportation planning which is multi-modal in nature. Hard data derived from traffic counts will be analyzed, and projections made on future traffic loads will be created to establish a baseline for the comparison of alternatives. Issues arrived through accepted methodologies will be supported by an extensive public involvement process. The study will portray existing conditions as well as project future conditions, and will provide a clear picture of the origin and destination of traffic affecting the coastal communities. It will make recommendations which will focus coordinated improvements, as well as promote the viability of alternate routes for commuters traveling from the northern barrier islands to the Downtown Miami area. It will involve local decision makers in the process.

The coastal communities understand that the barrier islands are physically constrained. As demands on the transportation infrastructure increase, and capacity to manage traffic becomes further limited, the cross point between growth vs. available capacity is a

parameter which must be derived when determining adequate sustainability through the region. Further, the socio-economic scenario, primarily as a function of traffic and related sustainable infrastructure, warrants a clear understanding to determine the most feasible and viable transportation strategy. This initial assessment would assist as a benchmark to derive further initiatives to address these issues.

# STUDY OBJECTIVES:

- Study the existing and future sub-regional transportation network through extensive data collection, analysis, and public involvement.
- Examine County and local land use, Comprehensive Development Master Plan (CDMP) policies and growth projections as a basis for determining need.
- Develop a multi-modal list of projects, designed to address identified needs and deficiencies.
- Quantify the cost of these projects, relative to their planning, design and construction.
- Prioritize the list of projects into an Implementable 10-year Coastal Communities Transportation Master Plan.
- Achieve community consensus, and approval by each governing body involved.
- Enhance regional mobility, in a coordinated manner.

# **SERVICES METHODOLOGY:**

This effort strives to set an example as a targeted sub-regional multi-modal transportation plan. The study will portray existing conditions and project conditions in the future, and will provide a clear picture of the origin and destination of traffic affecting the coastal communities. In addition realistic growth projections will be developed in concert with the MPO, utilizing the future land use maps and build-out scenarios of each city. It will make recommendations that will focus on coordinated transportation improvements. It will involve local decision makers and their respective communities in the process

# Task 1: Public involvement

Engaging the public and incorporating public input is a multi-level process that takes place consistently throughout the duration of the plan development. The goal shall be community consensus, with approval from each of the governing bodies involved. The following are key aspects to this task.

- Formation of a Technical Steering Committee
- Identification and involvement of key stakeholders
- Community Workshops
- Agency Meetings

# Task 2: Data Collection and Analysis

Prior to actual new data collection, all previous reports will be reviewed and to every extent possible incorporated into the data collection and analysis process. Further, planning work will be coordinated with currently ongoing studies and

projects that will have direct and indirect impacts on the relevance and effectiveness of the Master Plans recommendations. New traffic counts will be taken along each key transportation route. Data will be projected so that future impacts can be examined. It will be important to understand where current traffic is coming from and where it is going and understand obstacles to mobility that are encouraging commuter traffic along the barrier island instead of along North-South inland transportation corridors.

The following sub tasks will be performed:

- Examination of Previous and Ongoing Work
- Examination of Concurrency Methodologies Utilized by Participating Municipality
- Examine County and local CDMP policies
- Analyze the County's population and employment projections for 2015 and 2030
- Traffic counts on both sides of the intracoastal at each causeway
- Truck Counts across the causeways
- Signal Timing
- Origin/Destination Survey
- Sub-area recommendations for calibration of the travel demand model
- Analysis:

A three level analysis will be provided, showing existing conditions, and projected conditions ten and 25 years in the future. In addition three potential land use scenarios should be projected. These will represent light, medium and heavy future development. Programs should be: Synchro, SimTraffic, FSUTMS Analysis.

# Task 3: Needs Assessment

The 2015 and 2030 model runs mentioned in Task 2 will help identify and prioritize a list of multi-modal transportation needs and initiatives that will help enhance regional mobility. Identified needs will be organized into five categories. From this assessment a list of <u>potential projects</u> will be developed:

- Alternative Mode Projects
- Projects Promoting Alternate Routes to Downtown Miami
- Sustainable Community Projects
- Corridor Enhancement Projects; and
- Capacity Projects (if any)

# Task 4: Development of Potential Projects/Operational Modifications

Each potential project will be conceptually developed. These potential projects may be in either the coastal communities or on the mainland. This will entail the development of a project sheet for each potential project that provides:

- Description of the project
- Location

- Cost Estimate (including Planning, Design, and Construction)
- Phasing

Two additional model runs will be prepared in order to examine the results and impacts of the potential projects. The runs will include all of the projects recommended by 2015 and all of the projects recommended by 2030. The performance of each alternative described above will be documented.

# Task 5: Vision Plan

The first section of this plan, the data and analysis is an effort to provide a snapshot of future transportation issues and trends which will impact the study area. The Master Plan should establish a vision for transportation and make recommendations for meeting the identified needs. These needs should be met, as a subsequent effort by each participating municipality, with the development of their individual project sections into an Implementation Plan.

# **END PRODUCTS:**

- Public Involvement Plan (PIP)
- Assessment of Existing and Future Conditions Technical Memorandum
- Project Bank
- Draft Vision Plan and Executive Summary
- Final Vision Plan
- Final Executive Summary

# PARTICIPATING CITIES AND AGENCIES:

Aventura, Sunny Isles Beach, Bal Harbour Village, Bay Harbor Islands, Surfside, North Bay Village, Miami Beach, Metropolitan Planning Organization, Miami-Dade Transit, Florida Department of Transportation—District Six, South Florida Regional Planning Council, Florida Department of Community Affairs.

# EXHIBIT "B" PROJECT SCHEDULE BY MAJOR TASKS

Task		Months from Notice-to-Proceed												
Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Consultant Award Process				100										
Task 1: Public Involvement														
Task 2: Data Collection and Analysis														
Task 3: Needs Assessment														
Task 4: Projects Development													1111	
Task 5: Vision Plan														

The contract period extends fourteen (14) months from the execution of the contract. This project schedule provides approximately five (5) months for the City of Miami Beach to complete the consultant selection, negotiation and contract award process.



# EXHIBIT "C" PROJECT BUDGET BY MAJOR TASKS

MPO Grant Task Budget			Total Project Task Budget		
\$ 24,337.31	\$	35,662.69	\$	60,000.00	
\$ 46,646.51	\$	68,353.49	\$	115,000.00	
\$ 10,140.55	\$	14,859.45	\$	25,000.00	
\$ 18,252.98	\$	26,747.02	\$	45,000.00	
\$ 12,168.65	\$	17,831.35	\$	30,000.00	
 T: \$ \$ \$ \$ \$ \$ \$ \$	Task Budget  \$ 24,337.31 \$ 46,646.51 \$ 10,140.55 \$ 18,252.98	Task Budget       Task Budget         \$ 24,337.31       \$         \$ 46,646.51       \$         \$ 10,140.55       \$         \$ 18,252.98       \$	Task Budget       Task Budget         \$ 24,337.31       \$ 35,662.69         \$ 46,646.51       \$ 68,353.49         \$ 10,140.55       \$ 14,859.45         \$ 18,252.98       \$ 26,747.02	Task Budget       Task Budget       T         \$ 24,337.31       \$ 35,662.69       \$         \$ 46,646.51       \$ 68,353.49       \$         \$ 10,140.55       \$ 14,859.45       \$         \$ 18,252.98       \$ 26,747.02       \$	

**TOTALS \$ 111,546.00 \$** 163,454.00 **\$** 275,000.00

Invoices shall reflect the percentage completed for each task shown under the MPO Grant column, in an amount not to exceed \$111,546.

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# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



# **Condensed Title:**

Resolution approving and authorizing the appropriation of \$24,107.59 in previously appropriated City of Miami Beach Quality of Life/Resort Tax funding from fiscal year 2002/2003 for the purpose of funding tourism oriented projects in the North Beach area; specifically for events in North Beach.

### Issue:

Shall the City of Miami Beach appropriate \$24,107.59 in City of Miami Beach Quality of Life/Resort Tax funding from Fiscal Year 2002/2003 in previously appropriated City of Miami Beach Quality of Life/Resort Tax funding from fiscal year 2002/2003 for the purpose of funding tourism oriented projects in the North Beach area; specifically for events in North Beach?

# Item Summary/Recommendation:

At the February 18, 2004 City Commission Workshop on Quality of Life funding, the administration was directed to review the funding distribution process to ensure consistency for all three areas. Subsequently, at the May 24, 2005 Finance and Citywide Projects Committee meeting, direction was given to fund capital expenditures and/or on-going maintenance of citywide assets and facilities through future allocations of Quality of Life Funds. The Administration was also instructed to bring forward proposed allocations of Quality of Life Funds through the budget process. In addition, the Administration met with representatives from NBDC and reached consensus on a funding mechanism for the organization's 2005/2006 operating budget, in order for NBDC to convert into a self-sustaining organization. To that end, the Finance and Citywide Projects Committee recommended in favor of reallocating unspent funds from 2002/2003 Quality of Life funds for the purpose of funding events in North Beach in fiscal year 2005/2006 previously appropriated for NBDC's Marketing Director.

# **Advisory Board Recommendation:**

Finance and Citywide Projects Committee – May 24, 2005.

# **Financial Information:**

nded:			
	Amount	Account	Approved
1,	\$24,107.59 (FY 02/03)	161.6235.000343	
2			
3			
4			
Total	\$24,107.59		
	1 2 3 4	Amount 1 \$24,107.59 (FY 02/03) 2 3 4	Amount Account  1 \$24,107.59 (FY 02/03) 161.6235.000343  2 3 4

Sign-Offs:

Department Director

Assistant City Manager

City Manager

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Agenda Item C7K
Date 7-6-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 6, 2005

### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE REALLOCATION OF \$24,107.59 IN PREVIOUSLY APPROPRIATED CITY OF MIAMI BEACH QUALITY OF LIFE/RESORT TAX FUNDING FROM FISCAL YEAR 2002/2003 FOR THE PURPOSE OF FUNDING TOURISM ORIENTED PROJECTS IN THE NORTH BEACH AREA; SPECIFICALLY FOR EVENTS IN NORTH

BEACH.

# **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

# **ANALYSIS**

In 1992, the City of Miami Beach voters agreed to a one percent increase in the resort tax collection on hotel room rent. Half of the one percent was to create public incentives for a Convention Center Headquarter Hotel, and the other 50% was designated for the promotion of Quality of Life (Q.O.L.) tourism related activities and facilities. That 50% Quality of Life increment has been equally split in thirds for improvements in the North, Middle and South Beach communities and, beginning with the FY 2004/05 budget, the Cultural Arts Council.

At the February 18, 2004 City Commission Workshop on Quality of Life funding, the administration was directed to review the funding distribution process to ensure consistency for all three areas. Subsequently, at the May 24, 2005 Finance and Citywide Projects Committee meeting, direction was given to fund capital expenditures and/or on-going maintenance of citywide assets and facilities through future allocations of Quality of Life Funds. The Administration was also instructed to bring forward proposed allocations of Quality of Life Funds through the budget process. In addition, the Administration met with representatives from NBDC and reached consensus on a funding mechanism for the organization's 2005/2006 operating budget, in order for NBDC to convert into a self-sustaining organization. To that end, the Finance and Citywide Projects Committee recommended in favor of reallocating unspent funds from 2002/2003 Quality of Life funds for the purpose of funding events in North Beach in fiscal year 2005/2006 previously appropriated for NBDC's Marketing Director.

# CONCLUSION

Based on the aforementioned, the Administration recommends approving the Resolution which appropriates Quality of Life funds from Fiscal Year (8) 2002/2003 in an amount of \$24,107.59 in previously appropriated City of Miami Beach Quality of Life/Resort Tax funding from fiscal year 2002/2003 for the purpose of funding tourism oriented projects in the North Beach area; specifically for events in North Beach.

# JMG/TH/KB/mas

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RESOI	LUTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE REALLOCATION OF \$24,107.59 IN PREVIOUSLY APPROPRIATED CITY OF MIAMI BEACH QUALITY OF LIFE/RESORT TAX FUNDING FROM FISCAL YEAR 2002/2003 FOR THE PURPOSE OF FUNDING TOURISM ORIENTED PROJECTS IN THE NORTH BEACH AREA; SPECIFICALLY FOR EVENTS IN NORTH BEACH.

WHEREAS, in 1992, the City of Miami Beach voters agreed to a one percent increase in the resort tax collection on hotel room rent; and

WHEREAS, half of the one percent was to create public incentives for a Convention Center Headquarter Hotel, and the other 50% was designated for the promotion of Quality of Life (Q.O.L.) tourism related activities and facilities; and

WHEREAS, that 50% Quality of Life increment has been equally split in thirds for improvements in the North, Middle and South Beach communities; and

WHEREAS at the February 18, 2004 City Commission Workshop on Quality of Life funding, the administration was directed to review the funding distribution process to ensure consistency for all three areas; and

WHEREAS, at the May 24, 2005 Finance and Citywide Projects Committee meeting, direction was given to fund capital expenditures and/or ongoing maintenance of Citywide assets and facilities through future allocations of Quality of Life Funds; and

WHEREAS, the Administration met with representatives from North Beach Development Corporation (NBDC) and reached consensus on a funding mechanism for the organization's 2005/2006 operating budget, in order for NBDC to convert into a self-sustaining organization; and

WHEREAS, the Finance and Citywide Projects Committee recommended in favor of reallocating unspent funds from Fiscal Year (FY) 2002/2003 Quality of Life funds for the purpose of funding events in North Beach in FY 2005/2006, previously appropriated for NBDC's Marketing Director.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the reallocation of \$24,107.59 in previously appropriated City of Miami Beach Quality of Life/Resort



Tax Funding from fiscal year 2002/2003 for the purpose of funding tourism oriented projects in the North Beach area; specifically for events in North Beach.

PASSED and ADOPTED this	day of	, 2005.	
ATTEST:	-	MAYOR	
CITY CLERK			

JMG/TH/KB/mas
F:\info\\$ALL\Max\TCD\Quality of Life\NBDC QOL\_Marketing Director Reprogramming Funds Reso.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney (BV Date

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